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#### Contract Database Metadata Elements

Title: **Niskayuna Central School District and Niskayuna Teachers Association (NTA) (2001)**

Employer Name: **Niskayuna Central School District**

Union: **Niskayuna Teachers Association (NTA)**

Local:

Effective Date: **07/01/01**

Expiration Date: **06/30/06**

PERB ID Number: **5760**

Unit Size: **357**

Number of Pages: **75**

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Niskayuna Central School District  
And Niskayuna Teachers Association

**AGREEMENT**

**between the**

**NISKAYUNA CENTRAL SCHOOL DISTRICT**

**and the**

**NISKAYUNA TEACHERS ASSOCIATION**

**Effective July 1, 2001 until June 30, 2006**

**RECEIVED**

**AUG 30 2002**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

NISKAYUNA CENTRAL SCHOOLS

**RECEIVED**

AUG 30 2002

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

TO: CONFIDENTIALS  
NNA  
O & M  
NESA  
NTA

FROM: MARK H. LAPLANTE, ASSISTANT SUPERINTENDENT  
FOR BUSINESS

RE: OPEN ENROLLMENT PERIOD - JUNE 2002

DATE: JUNE 2002

Annually employees are given the opportunity to change health insurance coverage. **June 4, 2002 has been designated as the open enrollment period with the effective date of conversion being July 1, 2002.**

As of July 1, the total monthly premium (including **medical, dental and life insurance**) for each plan is as follows (Note: \$15 COPAY 20%/80%):

<u>Plan</u>		<u>Individual</u>	<u>Two Person</u>		<u>Family</u>	<u>% Incr. from 2001-02</u>
Self-Funded Plan	Month	\$564.07	\$918.72		\$1060.24	22%
	Yearly	\$6,768.84	\$11,024.64		\$12,722.88	
CDPHP	Month	\$263.15	\$540.19		\$708.93	11%
	Yearly	\$3,157.80	\$6,482.28		\$8,507.16	
*MVP	Month	\$270.60	\$555.10		\$730.36	10%
	Yearly	\$3,247.20	\$6,661.20		\$8,764.32	
<b>*Please note MVP prescription plan will increase to \$5/\$20 effective 7/1/02</b>						
Empire Blue	Month	\$285.93	\$585.35	\$537.26	\$863.63	16%
	Yearly	\$3,431.16	\$7,024.20 Emp./Spouse	\$6,447.12 Emp./Child	\$10,363.56	

An informational meeting has been established for **June 4, 2 p.m. till 4 p.m. in the VA Boardroom** with representatives from each organization present to answer questions regarding their respective programs. For enrollment information please contact the following:

Jeff Ridgway  
Mohawk Valley Plan  
386-7852

Dawn Baumann  
Capital District Physicians  
641-5126

Russ Peterson  
Self-Funded Plan  
786-2870

Jason Ellis  
Empire Healthcare  
367-3281

5/17/02  
dag

NISKAYUNA CENTRAL SCHOOLS

TO:

CONFIDENTIALS  
NNA  
O & M  
NESA  
NTA

FROM: MARK H. LAPLANTE, ASSISTANT SUPERINTENDENT  
FOR BUSINESS

RE: MONTHLY PREMIUM RATES FOR HEALTH INSURANCE PLANS

DATE: JUNE 2002

New employees have 30 days to enroll in any insurance plan the district has to offer. Annually employees are given the opportunity to change health insurance coverage. June of every year has been designated as the open enrollment period with the effective date of conversion being July of that year.

As of July 1, the monthly premium (which **includes medical, SF dental and life insurance**) for each plan is as follows:

<u>Plan</u>	<u>Individual</u>	<u>2 Person</u>	<u>Family</u>
Self-Funded Plan	\$113.02	\$183.95	\$212.25
Capital District Phys. Plan	\$52.83	\$108.24	\$141.99
Mohawk Valley Phys. Plan	\$54.32	\$111.22	\$146.28
Empire Blue	\$57.39	\$117.27 EMP/SPOUSE	\$107.65 EMP/CHILD
			\$172.93

If you have any questions, don't hesitate to call.

/dg  
4/15/02

# **COMPARISON OF BENEFITS** **2002-2003**

<b>COVERED FEATURES</b>	<b>MVP \$15 Copay- All bargaining units</b>	<b>CDPHP \$15 Copay-All bargaining units</b>	<b>EMPIRE BLUE \$15 Copay-All bargaining units</b>	<b>SELF-FUNDED PLAN APA Out-of-Network</b>	<b>SELF-FUNDED PLAN POINT OF SERVICE \$10 COPAY Network Doctors</b>
<b>Hospital Inpatient</b>	Covered in full unlimited days	Covered in full unlimited days	Paid in full	Covered 100% for first \$20,000 per year of "reasonable and customary charges, thereafter covered at 80% (no deductible applicable).	120 days Paid in full
<b>Outpatient</b>	\$15 copayment for out-patient surgery. Emergency care is subject to a \$50 copayment unless followed by hospitalization.	\$15 copayment. One copayment taken per day for hospital outpatient services.	Covered in Full	Covered 100% for diagnostic lab and x- ray, or in connection with same day surgery. All other expenses except emergency treatment covered at 80% after satisfaction of a calendar year deductible.	Paid in Full
<b>Hospice</b>	Covered in full for a total of 210 days. 5 family visits for bereavement counseling covered in full.	Covered in full for a total of 210 days. 5 family visits for bereavement counseling covered in full.	Paid in full. 210 days per lifetime.	Treated as hospital expense less any hospital benefits previously paid for the same illness. Counseling covered.	Paid in Full.
<b>Physicians Office Visits</b>	Covered in full after \$15 copay	Covered in full after \$15 copay	Covered in full after office visit copay.	Covered at 80% of "reasonable and customary" charges for diagnosed illness after satisfaction of deductible".	\$10 copay
<b>Hospital Visits</b>	Covered in Full	Covered in Full	Paid in Full	Same as office visits	Paid in Full

## COMPARISON OF BENEFITS 2002-2003

<b>COVERED FEATURES</b>	<b>MVP \$15 Copay-All bargaining units</b>	<b>CDPHP \$15 Copay-All bargaining units</b>	<b>EMPIRE BLUE \$15 Copay-All bargaining units</b>	<b>SELF-FUNDED PLAN APA  Out-of-network</b>	<b>SELF-FUNDED PLAN POINT OF SERVICE \$10 COPAY Network Doctors</b>
<b>Surgeons</b>	Covered in Full	Covered in Full	Paid in Full	Covered at 100% of "reasonable and customary" charges	Paid in Full
<b>Second Opinions</b>	Covered in full after \$15 copay. Not mandatory.	Covered in full after copay. Not mandatory.	Paid in Full	Paid in full.	Paid in Full
<b>Preventive Care</b>	Covered in full for children up to age 19 for certain preventive visits.	For children up to the age of 19, covered in full. Adult annual exam covered in full.	For children up to the age of 19 covered in full when rendered by a network provider.	For children up to age Of 19.	\$10 copay.
<b>Periodic Physicals</b>	Covered in full after \$15 copay	Covered in full annually.	Covered in full after office visit copay. Annually	Not covered.	Paid in Full
<b>Routine Gynecological Visits</b>	Covered in full after \$15 copay	Covered in full after copay.	Paid in full after office visit copay. Two self- referrals per year to participating OBGYN	RoutinePap Smears including abdominal exam covered 80% after deductible. Mammography subject to deductible/ coinsurance.	\$10 copay. Mammography paid in full. Pap tests paid in full.
<b>Child Well Care Immunizations</b>	Covered in full to age 19. Well baby & well child visits covered in full.	Well baby care and immunizations covered 100%	Covered in full for well visits and immunizations for children up to age 19.	80% after deductible well care expenses for dependent children to age 19	\$10 copay.
<b>Lab &amp; X-Ray</b>	Covered in full	Covered in full at preferred facility	Paid in Full	Covered at 100% of "reasonable and customary charges"	Paid in Full
<b>Ambulance</b>	Covered in full if medically necessary	Copay when medically necessary for a licensed ambulance service which charges a fee.	Paid in full	Covered at 80% after deductible.	\$10 copay

# **COMPARISON OF BENEFITS** **2002-2003**

<b>COVERED FEATURES</b>	<b>MVP \$15 Copay-All bargaining units</b>	<b>CDPHP \$15 Copay-All bargaining units</b>	<b>EMPIRE BLUE \$15 Copay-All bargaining units</b>	<b>SELF-FUNDED PLAN APA  Out-of-Network</b>	<b>SELF-FUNDED PLAN POINT OF SERVICE \$10 COPAY Network Doctors</b>
<b>Emergency Care at Hospital in Area</b>	Covered in full 100% of charges, except for \$50 copay when not followed by hospitalization.	Covered in full after a \$50 copay. Copayment waived when hospitalized within 24 hours.  Urgent care centers \$25.	Covered in full after \$35 copay. (Waived if admitted within 24 hours)	Covered in full on day or on day following injury plus additional \$300 of expense covered in full regardless of location. (Dr.'s Office, clinic or hospital outpatient dept.) if incurred within 90 days of accident. Any expense in excess of \$300 is covered at 80% after deductible. Illness: covered in full for initial treatment for life threatening illness if treatment initiated with 12 hours regardless of location.	\$10 copay.
<b>Out of Area</b>	Covered in full	Covered in full after a \$50 copay. Copayment waived when hospitalized within 24 hours.	Nationwide coverage for emergency, urgent and follow-up visits through Blue Cross/Blue Shield Association & HMOUSA 1-800- 4HMOUSA	Same as Emergency Care in Hospital in Area	Paid In full
<b>Durable Medical Equipment</b>	20% copayment	Covered at 80% (when approved) for purchase, rental, or repair at CDPHP's discretion.	Paid in Full through a participating vendor.	Covered at 80% after annual deductible is met.	20% copay

## COMPARISON OF BENEFITS 2002-2003

COVERED FEATURES	MVP \$15 Copay-All bargaining units	CDPHP \$15 Copay-All bargaining units	EMPIRE BLUE \$15 Copay-All bargaining units	SELF-FUNDED PLAN APA Out-of-Network	SELF-FUNDED PLAN POINT OF SERVICE \$10 COPAY Network Doctors
<b>Mental Health Inpatient</b>	For short-term acute crises intervention only. Hospital covered in full, 30-day max.  Physician 50% or \$45 copayment (whichever is less) Max. 1-20 visits.	20% copayment for up to 30 days per calendar year.	Hospital covered in full for 30 days per year.  Physician covered in full for 30 visits per year. Precertification required through Magellan.	Hospital 90 days in full, maximum per calendar year with lifetime max of \$100,000/inc.  Physician 80% after annual deductible is met up to 90 days.	Hospital 90 days paid in full.  Inpatient physician 90 visits/year paid in full.
<b>Outpatient</b>	For short-term acute crisis intervention only: \$15 1 <sup>st</sup> visit, \$25 2 <sup>nd</sup> -5 <sup>th</sup> visits, 50% or \$45 max. (whichever is less) for 6 <sup>th</sup> -20 <sup>th</sup> visit.	20 visits per calendar year individual counseling. 1-4 visits - \$15, 5-20 visits \$35 per visit. Group counseling 5-20 visits, \$15 per visit.	\$25 copay/visit. 20 visits per calendar year. Preapproval required. Precertification required through Magellan.	Covered at 80% of "reasonable and customary charges" after deductible.	Outpatient physician \$10 copay.
<b>Maternity Physician</b>	Covered in full after initial diagnosis. \$15 copay	Covered in full after initial diagnosis. \$15 copay	Paid in full.	Paid in full-maximum \$20,000. Balance 80% After deductible.	1 <sup>st</sup> visit \$10 copay.
<b>Hospital</b>	Covered in full.	Covered in full.	Paid in full.	Same as above.	Paid in full
<b>Nursery Care</b>	Covered in full.	Covered in full.	Paid in full.	Covered same as hospital inpatient.	Paid in full.
<b>Home Health Care</b>	Covered in full in lieu of hospitalization.	Covered in full in lieu of hospitalization when pre-authorized by CDPHP.	Paid in full. 200 visits per calendar year through a participating vendor.	Covered at 80% after payment of deductible to maximum of 120 visits per year.	120 Visits-\$10 copay
<b>Oral Surgery</b>	Medical expenses covered in full for accidental injury to sound & natural teeth only. Dental care, including oral surgery & other related expenses are not covered.	Covered in full for accidental injury to sound & natural teeth. Other care including oral surgery and related expenses are not covered.	Covered in full for accidental injury only to sound and natural teeth after office visit copay.	All oral surgery covered at 100% of reasonable and customary charges, except impacted wisdom teeth, excision of tooth root or other incision procedures on gums & tissues.	All oral surgery covered at 100% of reasonable and customary charges.



# **COMPARISON OF BENEFITS** **2002-2003**

<b>COVERED FEATURES</b>	<b>MVP \$15 Copay-All bargaining units</b>	<b>CDPHP \$15 Copay-All bargaining units</b>	<b>EMPIRE BLUE \$15 Copay-All bargaining units</b>	<b>SELF-FUNDED PLAN APA  Out-of-Network</b>	<b>SELF-FUNDED PLAN POINT OF SERVICE \$10 COPAY Network Doctors</b>
<b>Vision Care</b>	Covered for medical diagnosis and treatment for injury or illness. Routine eye exams every 2 years - \$15 copay. (Discounts available thru Something Extra Program)	Covered for medial diagnosis and treatment with \$15 copay. Routine eye exams covered with \$15 copay once every 24 months.	One exam, frames, corrective lenses every 24 months. Eye exams-\$5 copay, Reg.frames - \$10 copay. Designer Frames-\$25 Contact Lenses-\$25 Through select network of physicians, Davis Vision	Covered in full medical diagnosis and treatment. Routine eye refractions not covered.	Covered in full for medical diagnosis and treatment. Routine eye refractions not covered.
<b>Alcoholism Diagnosis &amp; Treatment  Detoxification</b>	Covered in Full	100% coverage for medically necessary detoxification for alcohol abuse or substance abuse.	Alcohol & Drug covered in full for 7 days detoxification in hospital.	Covered in full. Detoxification on inpatient basis in a hospital setting covered in full only when followed by outpatient rehabilitation program. Out patient services covered under Major Medical.	Inpatient Detoxification 7 days-paid in full.  Inpatient Alcohol/Substance (30 days) \$10 copay.
<b>Rehabilitation</b>	Covered in full after \$15 copay per visit for 60 outpatient visits per year (20 of the visits may be used for family counseling.)	Outpatient Care: \$15 per visit for up to 60 visits per calendar year alcohol and/or substance abuse rehabilitation.	Paid in full for 60 outpatient visits which include 20 family counseling visits per calendar year.	Inpatient care in a certified alcoholism treatment facility and outpatient services covered under Major Medical 30 days maximum inpatient. 50 visits maximum outpatient.	Outpatient physician 50 visits/year \$10 copay.
<b>Prescription Drugs</b>	Covered in full after \$10 copay (Brand) \$5 copay (Generic) Limitation on amounts have been removed. Mail order 3 mos/2 copays	Covered in full after \$5 generic or \$20 brand.  Mail Order 90-day supply for two copays.	Covered in full after \$5 generic, \$15 brand, \$25 non-formulary copay. Includes oral contraceptives.  Mail order available.	Covered in full after \$10 copay for brand, \$5 copay for generic through PSCNY. Mail order available through Express Pharmacy.	\$5 generic \$10 brand

**COMPARISON OF BENEFITS  
2002-2003**

<b>COVERED FEATURES</b>	<b>MVP \$15 Copay-All bargaining units</b>	<b>CDPHP \$15 Copay-All bargaining units</b>	<b>EMPIRE BLUE \$15 Copay-All bargaining units</b>	<b>SELF-FUNDED PLAN APA  Out-of-Network</b>	<b>SELF-FUNDED PLAN POINT OF SERVICE \$10 COPAY Network Doctors</b>
<b>Student Dependent Coverage to Age 23</b>	Full time students covered to age 23.	Full time students covered to age 23.	Dependent covered to age 23. Student covered to 25.	Full time students covered to age 23, plus 90 days.	Covered to age 23 or graduation, if earlier, plus 90 days.
<b>Chiropractic Care</b>	\$15 copay. Referral needed.	Copay with referral if medically necessary.	Referral required subject to office visit copay.	Deductible/coinsurance 80% after deductible	\$10 copay
<b>Lifetime Maximum Coverage</b>	No maximums	No maximums	No maximums	\$1,000,000 lifetime per individual	\$1,000,000 lifetime per individual
<b>Major Medical Benefits Riders</b>	Unnecessary since Major Medical benefits are covered under basic plan.	Incorporated into Hospital Services and benefits are covered under standard plan.	Major Medical benefits are covered under the basic plan.	After exhausting basis benefits and paying out-of-pocket deductible per individual/family coverage (per union neg. contract) the Niskayuna Central School's Health Plan will cover 80% of "reasonable and customary" charges for the first \$5,000 of covered expenses and 100% of any further expense in that calendar year and the following year.	Covered under the basic plan.

## COMPARISON OF BENEFITS 2002-2003

COVERED FEATURES	MVP \$15 Copay-All bargaining units	CDPHP \$15 Copay-All bargaining units	EMPIRE BLUE \$15 Copay-All bargaining units	SELF-FUNDED PLAN APA	SELF-FUNDED PLAN POINT OF SERVICE \$10 COPAY Network Doctors
<b>Preventive Dental Care (Children)</b>	\$10 copay-child covered to age 19. Preventive dental always has a \$10 copay regardless of the plan.	No coverage	No coverage	Out-of-Network No coverage	No coverage
<b>Special Notes</b>	The above MVP Plan benefits are covered when delivered, arranged or authorized by a participating primary care Physician. MVP service area includes 27 New York counties and entire State of Vermont. Services provided by nonparticipating physicians are not covered unless determined to be medically necessary and arranged by a participating MVP physician and the MVP medical director. Member Services 888-687-MBRS. Extended hours 8a.m – 12 midnight, 7 days a week.	The services of CDPHP presently include 24 New York Counties. Services must be rendered by a participating provider except in a medical emergency. An out-of- plan provider may be used if recommended by your primary care physician and pre- approved by the Medical Director of the plan, or if the member has an emergency outside of the area.  Full-time students may call 1-800-777-2273 to arrange for care outside service area.	All care is coordinated and managed by a primary care physician. Our service area includes the 28 counties of eastern NY from Long Island to the Canadian Border. More information available at the website- <a href="http://www.empireblue.com">www.empireblue.com</a>	Above benefits available worldwide, when needed at your option. No authorization required.	Above benefits available worldwide, when needed, at your option. No authorization required.

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## ARTICLE I

### PREAMBLE

#### 1.1 PREAMBLE

This Agreement, the negotiated contract agreed to and accepted by the Board of Education and the Niskayuna Teachers Association ("NTA"), is made in order to effectuate the provisions of Article 14 of the Civil Service law, the Public Employee's Fair Employment Act, to encourage effective and harmonious working relationships between the Board of Education and the Administration of the Niskayuna Central School District ("District") and the professional employees of the school district represented by the NTA.

#### 1.2 CODE OF ETHICS

Both parties subscribe to the Joint Code of Ethics, as enumerated below, as a means of maintaining a harmonious working relationship with each other and as an aid in obtaining and retaining the support of the community and the parents for the education program of the Niskayuna Schools.

- A. The teacher and the School Board recognize that while the teacher participates in the formulation of school policy under the leadership of the school administrator, it is the duty of the administrator to recommend and prerogative of the Board to determine final policy.
- B. The teacher, NTA and the School Board transact all official business through proper channels.
- C. The teacher and the School Board recognize their obligations to develop growing appreciation and understanding of the principles of democracy; they refrain from using the school to promote personal views on religion, race or partisan politics.
- D. The teacher and the School Board are impartial in all relationships with the pupil.
- E. The teacher uses ethical procedures in securing positions; the School Board uses ethical procedures in filling positions.
- F. The teacher assumes responsibility for the welfare of the pupil and shows sympathetic understanding of pupil problems; the School Board endeavors to provide conditions under which this can be accomplished.
- G. The teacher endeavors to maintain good mental and physical health and to maintain a wholesome attitude toward the pupil; the School Board endeavors to provide a healthful teaching environment.
- H. The teacher develops through continued study, travel, participation in professional and community life and through wholesome human relationships; the School Board stimulates and encourages professional growth of the teacher.
- I. The teacher is proud of the profession; the School Board is proud of its teacher; the teacher is proud of the School Board.

ARTICLE 2

RECOGNITION

- 2.1 The Board of Education ("the Board") hereby recognizes the NTA as the exclusive bargaining representative (under Article 14 - Public Employee's Fair Employment Act of the Civil Service Law) for the "instructional negotiating unit." The "instructional negotiating unit" is defined as including all certified personnel including occupational and physical therapists, except Directors and administrators.



## ARTICLE 3

### RIGHTS AND RESPONSIBILITIES OF THE BOARD OF EDUCATION

- 3.1 In order to carry out its responsibilities for the development and operation of programs providing the best possible educational opportunity for the students of the Niskayuna Central School District consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law.

## ARTICLE 4

### RIGHTS, PROTECTION AND RESPONSIBILITIES OF THE ASSOCIATION

#### 4.1 Rights and Protection

- A. Niskayuna teachers may defend themselves when attacked or when threatened with attack when performing their professional duties. The method or force used to defend oneself will be in keeping with that which the laws of New York State permit.
- B. A unit member not eligible for the Disability Insurance Program who is absent from work as a result of personal injury caused by an assault arising out of and in the course of employment and which makes the unit member eligible for Worker's Compensation payments will be paid full salary for the absence period less the amount of any Worker's Compensation award made for disability due to said injury. No part of such absence shall be charged to annual or accumulated sick leave. It is understood that when Worker's Compensation payments cease, the unit member is then expected to resume the regular responsibilities.

#### 4.2 Legal Protection

- A. The Board of Education will provide legal protection as afforded in Sections 3023 and 3028 of the Education Law and in cases of error and omission which are not covered in Sections 3023 and 3028 when the teacher is carrying out assigned duties.
- B. The teacher is to give notice to the Superintendent of any lawsuit instituted or threatened against any teacher within 10 working days after the teacher is aware of such suit or contemplated suit.
- C. The Board of Education has no responsibility for the defense of the NTA in the event of a suit. The NTA has no responsibility for the defense of the Board of Education in the event of a suit.

#### 4.3 Association Rights

- A. Leave: The Superintendent of Schools will approve of the release of the NTA President and/or employees from their regular duties for the purpose of participating in activities relating to priorities of the District and the NTA, provided written request is submitted to the Superintendent by the NTA President at least 10 days prior to the requested leave occasion, and provided that the request meets the priorities of the District and the NTA.

Such leave activities include:

- a. Lobbying at State and national level
- b. Planning for District-wide workshops
- c. Interviewing candidates for District promotional positions
- d. Attendance at NYSUT Representative Assembly
- e. Attendance at NYS Teachers Retirement Convention
- f. Attendance at Employees Retirement System convention.

Any released time granted for the above purposes will not be charged against any teacher's allowable leave time.

- B. School Facilities: The NTA may use existing school facilities, when such use does not add to school district expenditures and is approved by the Superintendent of Schools.

- C. Copies of Agreement: Copies of this Agreement shall be reproduced by the School District with sufficient copies to be available to all teachers.
- D. Minutes of Board Meetings: Each school will have available within five (5) days copies of the minutes of each Board of Education meeting.
- E. No Discrimination: No teacher shall suffer any professional disadvantage through actions of the Board or School Administration nor shall any member of the Board of Education or School Administration suffer any disadvantage through actions of the NTA by reason of membership or non-membership in the NTA or participation or non-participation in the lawful activities of the Association.

#### 4.4 Part-Time Teachers

- A. Part-time teachers who have worked two or more "consecutive" years for a minimum of half-time for each of the two years and who are recommended for a probationary appointment shall receive one year's credit toward the three year probationary appointment. This year will also be credited to the teacher for seniority purposes.

#### 4.5 Excessed Employees

- A. Employees who are excessed under section 2510 of the Education Law and are eligible for recall rights under that section shall continue to earn a full year of seniority credit when they accept and fulfill a long term substitute position in the District in their tenure area or a part-time position in the District in their tenure area, at the request of the District.

Employees covered by Section 75 of the Civil Service Law will be excessed and recalled in accordance with the provisions thereof.

#### 4.6 Responsibilities

- A. The NTA will endeavor to develop and maintain in its membership a concern for the professional image of teachers as demonstrated through their life in the school and in the community.
- B. The NTA will hold before its membership the concept that teachers influence the boys and girls of the community and the nation by the examples they set as well as the intellectual process of rational thought, critical examination, self-discipline, and the acquisition of skills which are part of the interaction of the teachers and students in the classroom.
- C. In the event that either or both the Superintendent of Schools or the NTA is informed of conduct by a professional staff member which is likely to have a negative effect on the educational profession, but does not involve competence, it is the responsibility of both the Superintendent and the president of the NTA to inform the other party of the instance.
- D. The behavior of the individual shall be reviewed by the Superintendent of Schools and the NTA executive committee. The review made by each party shall be submitted to the other party for reaction and recommendation. The Superintendent and the NTA president shall meet to discuss their respective reviews. A negative review by both parties shall be considered a reprimand for the individual and the review shall be signed by the individual and placed in the individual's personnel folder.

4.7 Agency Fee

- A. The Association warrants that it has established and maintains and will continue to maintain the refund procedure required by Section 208 (3) (b) of the Civil Service Law and that such procedure complies in all respects with the provisions of that Section.
- B. The District shall deduct from the salary of each employee who is not a member of the Association a service fee equivalent to the per capita dues of the Association levies upon its members. Such fee shall be deducted in the same manner as payroll deduction dues and shall be remitted promptly to the Association, unless the Association has certified in writing to the District by September 15 of each year that the non-member has paid the fee directly to the Association.

## ARTICLE 5

### NEGOTIATION PROCEDURE

- 5.1 Upon request for a meeting to open negotiations, a mutually acceptable meeting date shall be established. Such request shall be made by the first week in December preceding the expiration date of the Agreement. The parties agree to enter into collective negotiations in accordance with the procedures set forth herein in a good faith effort to reach agreement on all matters raised by either party concerning terms and conditions of teachers employment. No agreement shall be final until it is ratified by the NTA, the Superintendent and the Board of Education. Once ratified by all parties the agreement shall apply to all teachers, be reduced to writing and signed by the Board, the Superintendent, and the NTA.
- 5.2 Either party may utilize the services of outside consultants.
- 5.3 The Superintendent or designee will provide the NTA with the tentative budget for the next fiscal year when it is available.
- 5.4 When tentative agreement is reached covering an area under discussion, the tentative agreement shall be reduced to writing, dated, and initialed by the chief negotiator of each party.

## ARTICLE 6

### GRIEVANCE PROCEDURE

#### 6.1 Definitions

- A. A "contract grievance" is an alleged violation or inequitable application of this agreement.
- B. A "non-contract grievance" is any other dispute concerning a term or condition of employment which may arise between the parties and which is not covered by this agreement. A non-contract grievance may be processed up to and including Level 3. A decision at Level 3 on a non-contract grievance shall be final and binding on the parties and shall not be subject to arbitration.
- C. An "aggrieved party" is the teacher or group of teachers or the NTA making the claim or complaint.
- D. The "parties in interest" are the aggrieved party and the party against whom action is being taken in order to resolve the claim or complaint.
- E. Prior to the filing of a grievance the aggrieved party must identify the grievance as either a contract or a non-contract grievance. The aggrieved party cannot simultaneously file a "contract" and "non-contract" grievance on the same issue.

#### 6.2. Purpose

Both the Board and the NTA agree that all grievances should be resolved informally or at the earliest stage of this grievance procedure. Both parties realize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance proceeding.

#### 6.3. Time Limits

- A. Failure at any step of this grievance to communicate the decision on a grievance within the specified time limits shall permit the petitioner to proceed to the next step.
- B. Failure at any step of this procedure to appeal a grievance to the next step within the specified time shall be deemed to be acceptance of the decision at that step.
- C. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- D. No grievance will be valid unless it has been forwarded to the problem discussion level within forty school days after the alleged incident.
- E. By mutual agreement between the "parties in interest" the time parameters may be suspended.

#### 6.4. Procedural Levels

- A. Problem Discussion Level - A teacher with an alleged grievance will discuss it with the respective building principal with the objective of resolving the matter informally.

When the teacher is convinced and indicates to the principal that the problem cannot be resolved at the problem discussion level, the teacher has ten (10) school days to file a grievance relating to the unsolved problem.

The NTA may originate a grievance at Level 2 provided the grievance relates to the NTA as a group.

- B. Level 1 - After receipt of the written grievance, the principal shall provide for a review and written decision on the grievance within 10 school days.
- C. LEVEL 2 - If the aggrieved party is not satisfied with the disposition of this grievance, or a decision is not rendered within the 10 school days, the aggrieved party may appeal in writing to the Office of the Superintendent of Schools with a copy to the NTA within 10 school days after receipt of the decision.

If the aggrieved party appeals the decision to Level 2 and in the opinion of the NTA a grievance affects a group of teachers, the NTA may submit such grievance in writing to the Superintendent of Schools, and the processing of the individual and group grievance shall proceed to Level 3. The NTA shall have the same status and shall follow the same procedures as an aggrieved party when processing a group grievance.

Within 10 school days after receipt of the written grievance, the Superintendent or designee will meet with the parties in interest in an effort to resolve the matter. The Superintendent or designee shall render a written decision within 10 school days after the meeting with the parties.

- D. Level 3 - If either party in interest is not satisfied with the disposition of the grievance, or a decision is not rendered within the time limits specified, either party in interest may appeal in writing to the Board of Education with a copy to the NTA 10 school days after receipt of the decision.

Within 15 school days after receiving the written grievance, or such longer time as may be mutually agreed upon, the Board or a committee of its members shall meet with all parties in interest for the purpose of solving the grievance. The Board shall render its written decision within 15 school days after the meeting with all parties in interest. The decision of the Board shall be final for all grievances not supported by the NTA.

E. Arbitration

- 1. Within 10 school days after receiving the written decision of the Board, the NTA, if it has entered a group grievance at Level 2, and the dispute is a "contract grievance", may submit the grievance to the American Arbitration Association. A copy of such request shall be forwarded to the Superintendent.
- 2. The arbitrator will have authority to hold hearings. Procedures for conducting the hearings will be mutually agreed upon by the parties involved and the arbitrator. Any of the parties, including the arbitrator, may request a written transcript of the hearings. The arbitrator may request and obtain from the various parties all pertinent information not privileged by law, in their possession and which is relevant to the issues raised by the grievance.

The arbitrator's report shall be submitted in writing to the Superintendent and the NTA. The report shall set forth findings of fact, reasoning, conclusions, and decisions of the issues submitted.

The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented, and shall confine the decision solely to the application and interpretation of this Agreement.

The arbitrator shall issue a decision not later than 30 days from the date of the close of the hearings.

3. The decision of the arbitrator shall be final and binding upon all parties.
4. The costs for the services of the arbitrator will be borne equally by the Board of Education and the NTA.

F. Miscellaneous

1. All grievance records dealing with the processing of a grievance shall remain at the administrative level where resolution of the grievance is achieved. When a decision is appealed, a copy of all records shall be forwarded to the next level. Records and decisions shall be filed separately from the personnel folder of the aggrieved person and shall remain confidential except through official release by the Board.
2. No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Board or by any member of the administration or the NTA against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or other person by reason of such grievance or participation therein.
3. Any forms needed to implement this grievance procedure will be jointly developed by the Superintendent of Schools and the NTA with such forms to be included in the contract. (See Appendix for Grievance Forms).



## ARTICLE 7

### BOARD ADMINISTRATION AND NTA LIAISON COMMITTEE MEETINGS

#### 7.1. Purpose

The purpose of the meetings among the Board, administration and NTA Professional Council and Liaison Committees is to establish a communication link among all district parties in order that provisions in this Agreement can be equitably applied and that the interested parties have an opportunity for exchanging ideas. However, neither the Superintendent, the Board, the administrator, nor the NTA representative have any obligation to discuss with the other parties matters that are currently being considered in contract negotiations.

#### 7.2. Professional Council

The Council's purpose is to isolate and define problems relating to the school system and to provide increased communications among the Board, Administration, and the NTA. The party indicating a need for the meeting shall prepare the agenda and provide the information for discussion.

#### 7.3. Superintendent - NTA District Liaison Committee

The NTA District Liaison Committee and the Superintendent and other administrators designated by the Superintendent will meet when there is an awareness by either group of problems relating to the provisions of this Agreement, or for the exchange of ideas which would have mutual interest, or prior to making curricular or practice changes affecting more than one school. The party indicating a need for the meeting shall prepare the agenda and provide the necessary information for discussion. Such meetings are to be scheduled outside of regular school hours.

#### 7.4. Principal - NTA School Liaison Committee

The NTA School Liaison Committee will meet with the principal and other administrators as he/she may designate when there is an awareness by either group of problems relating to the Agreement at a school level or for the exchange of ideas which have mutual interest, or prior to making a curricular or practice change. The party indicating the need for the meeting shall list the items to be included in the agenda and shall provide data which may be useful in considering items on the agenda. Such meetings are to be scheduled outside of regular school hours, unless the principal and the building liaison chairperson agree otherwise.

ARTICLE 8  
SCHOOL CALENDAR

8.0 SCHOOL YEAR/WORK YEAR

To the extent possible 182 student days and 187 teacher work days shall be scheduled between the Tuesday after Labor Day and the day after the last scheduled state exams in June. When not possible, three teacher workdays may be scheduled between September 1 and June 30, but such days must be scheduled either immediately before Labor Day or immediately after Regents week, or in combination thereof. The NTA shall provide advice as to the scheduling of these days.

The district shall develop programs for staff days that would not have been scheduled under Article 8 of the July 1, 1996 – June 30, 2001 Agreement.

8.1 BEGINNING OF YEAR

The Tuesday after Labor Day will be a staff day. On the Tuesday after Labor Day all meetings will be scheduled between 8 a.m. and 10 a.m. The Wednesday after Labor Day will be a full day of instruction.

8.2 END OF YEAR

- A. The day following the last Regent's exam shall be a staff day. On the day prior to the staff day at the end of Regents exam week, students in Grades K-8 will not attend school.
- B. Final checks will be distributed to teachers when the principal is satisfied that all end of the year work is complete. Teachers who do not complete their end of year work during the allotted staff time will return to their respective buildings the following week to complete this work.

8.3 ADDITIONAL RECESS PERIODS

- A. When the total number of possible student days between the Tuesday after Labor Day and the final staff day exceeds 182, the preferred order of additional recesses will be:
  - 1. The day before Thanksgiving
  - 2. A four day Memorial Day Weekend
- B. Consistent with its responsibility to cooperate with other school districts with whom programs are shared, the District will make an effort to place the April vacation in the same time period as the April vacation in the Capital Region BOCES Calendar.

8.4 PARENT-TEACHER CONFERENCES

- A. The calendar shall include four shortened school sessions in the Fall and four shortened school sessions in the Spring for parent-teacher conferences at the elementary school level, provided that during each week the shortened sessions occur the total number of hours for the week do not fall below 25, exclusive of the time allowed for lunch. Whenever possible, the first of these series of shortened sessions shall be held on a Monday, followed in consecutive weeks by a Tuesday, Wednesday, and Thursday.
- B. In scheduling parent-teacher conferences, the teacher shall make arrangements so that parents will have available to them the opportunity to meet at times other than the four shortened schedules.

## Article 8 - School Calendar

- C. The calendar shall include two shortened school sessions for selective parent-teacher conferences at the middle school level, provided that during each week the shortened sessions occur the total number of hours for the week do not fall below 27 1/2, exclusive of the time allowed for lunch, or there is provision for scheduling one of the Superintendent's Conference Days into two sessions (one in each semester) for the purpose of the parent-teacher conferences.
- D. School special subject teachers shall be available for parent conferences during these shortened sessions unless prior approval for other activities is granted by the Superintendent or a designee.

### 8.5 MAKE-UP DAYS

Instructional days lost due to school closings shall not be rescheduled unless the District would otherwise fail to satisfy the conditions for full apportionment of state funds.

### 8.6 SCHOOL CALENDAR

The Superintendent of Schools will send a proposed calendar for the next school year to the NTA prior to April 10 of the current school year. The NTA will submit any opinions or concerns about the proposed calendar to the Superintendent by April 30.

## ARTICLE 9

### INSTRUCTIONAL CONDITIONS

#### 9.1 Joint Concern

The optimum use by teachers of all available resources in implementing the educational program is a joint concern of the NTA and Board of Education.

#### 9.2 Teaching Conditions

A. The purpose of the teacher load policy is to:

1. provide teachers with assurance that the load will be maintained within reasonable limits, and that there will be equity in the distribution of duties among staff. Kindergarten, special and low average classes, whose number of enrolled students exceed past district standards, will be given additional support services upon request of the teacher involved.
2. recognize the responsibility of the Board of Education and its relationship to the community in the determining of policy.
3. provide the support services that are needed to adapt to any changes in the educational program.

B. District-wide staffing will be determined by the ratio of equivalent full-time professional staff members per 1000 enrolled students.

1. The number of enrolled students will be derived from the first attendance report of October. Enrollment is determined as follows:
  - kindergarten students equal one-half
  - grade 1-12 equal one
  - BOCES vocational students and January graduates equal one-half
2. Only professional staff members who are paid on the Niskayuna teachers' salary schedule will be counted in the equivalent full-time professional staff member count. Individuals hired by separate or outside contracting will not be included.
3. The following district-wide ratio of equivalent full-time professional staff members per 1000 enrolled students will be maintained by the district during the term of this Agreement: 65 +/- 6%.
4. If during the term of this Agreement, the District decides to lay-off professional staff beyond that required by student enrollment decline, the district will attempt, but not be bound, to equalize staff lay-offs at the Elementary, Middle and High School levels.

C. The Superintendent will report to the President of the NTA by the third week in October of each school year the actual staff ratios in comparison with minimum and maximum ratios as provided in Section 9.2 (B). This is to include the enrollment and staffing numbers. In the event that a ratio is outside the limits, a teacher load committee, consisting of two teachers appointed by the NTA and two principals appointed by the Superintendent, will meet to plan any corrective measure. This committee will submit its recommendations for approval to the Superintendent.

By June 15 and August 15 the District Office will share projected enrollments, and current class counts with the President of the NTA. Any concerns would be a legitimate agenda item for a District Liaison Committee Meeting (see Section 7.3).

D. Change in the Educational Program

If, in the planning of a change in the educational program, the Superintendent should determine that the staffing ratio would be affected, the consequences of this change will be reported to the NTA president. Within the next 10 school days, the NTA should respond to the Superintendent regarding the change.

E. Distribution of Staff

Consideration will be given to the distribution of teaching staff among the elementary schools and within each school.

F. High & Middle School Teaching Load

The normal weekly teaching load in the high and middle schools shall not exceed twenty-five teaching periods. The Superintendent, after consultation with the District Liaison Committee, may authorize temporary variations. Unless circumstances demand otherwise there shall be no more than three teaching preparations for teachers at the secondary level.

G. Elementary Instruction Time

The scheduled instruction time of the elementary classroom teachers shall be essentially the same. Classroom teachers in Grade K-5 will be free from pupil instruction or supervision during instruction for a minimum of 30 minutes per day and a minimum of 200 minutes per week excluding time for lunch. The period free from instruction does not have to be a consecutive block of time. All teachers will have a 30-minute lunch period free from instruction or supervision.

H. Specialist Teachers

1. Specialist teachers are teachers other than classroom teachers. Specialist teachers will be free from pupil instruction or supervision during instruction for minimum of 30 minutes per day and a minimum of 200 minutes per week excluding time for lunch. The period free from instruction does not have to be consecutive block of time.
2. Specialist teachers who travel from room to room for instruction and must transport equipment will be scheduled so that there is a minimum of 10 minutes between any two consecutive classes.
3. Schedules of specialist teachers are to be arranged so the weekly schedule will be divided as evenly as possible among the days of the school week and so the amount of travel is limited to that which is necessary. The time to travel shall be considered when determining teacher's responsibility.
4. Schedules of classroom teachers are to be arranged so the preparation time resulting from the assignments of specialist teachers will be divided as evenly as possible among the days of the school week.
5. The specified schedule arrangements may be modified with the agreement of the affected faculty members and principal.

I. Equipment Textbooks & Supplies

The principal shall obtain the views of teachers and supervisors concerning quantities and specifications of equipment, textbooks, and supplies during the preparation of the budget and during the preparation of orders to implement the budget.

J. Typing & Duplicating Facilities

The District agrees to make available typing and duplicating facilities in each school. Insofar as possible, the District will aid teachers in the production of instructional materials.

K. Working Conditions

The District shall provide:

1. A desk or adequate work area for each teacher in the district with lockable drawer or cabinet space.
2. Suitable space for each teacher to store coats, overshoes, and personal articles.
3. Each teacher with adequate paper, pencils, chalk, erasers, and other such materials required in daily teaching responsibility.

L. Efforts shall be made to have a teacher's classes meet in the same room.

M. Instructional Conditions

Effective July 1, 2001, the instructional day for elementary and middle school students may be increased by 15 minutes and the instructional day for high school students may be increased by 10 minutes. The building principal and the Liaison Committee shall make recommendations to the Superintendent and NTA President regarding the best use of the increased time using the guidelines set forth below. If these recommendations are unacceptable the administration will develop the final schedule after consultation with the Liaison Committee at each building.

- The additional 10 minutes at the high school shall be used to establish a homeroom period.
- The additional 15 minutes at the middle school shall be used to initiate a 6<sup>th</sup> grade foreign language program and/or to implement any state mandates.
- The additional 15 minutes at the elementary level shall be used for remediation and/or Academic Intervention Services.

9.3 Educational Support Personnel

- A. The Board and the NTA recognize that a teacher's primary responsibility is to teach and that their energy should, to the extent possible, be utilized to this end. The Board and the NTA recognize that support personnel are desirable as a means of relieving the teacher of clerical and other non-teaching activities.
- B. Consideration will be given to the distribution of support personnel throughout the district. The principal shall make the assignment of this personnel after discussion with the School Liaison Committee and the teaching staff. Any serious deviation shall be made only with the approval of the School Liaison Committee.

9.4. Liaison Curriculum Fund

- A. If a situation arises where there is no substitute called to replace a member of the professional staff, with the exception of occupational therapists and physical therapists, psychologists, guidance counselors, school nurse-teachers, speech correction teachers, instrumental music teachers, part-time elementary school special subject teachers who can vary their schedule to provide this service at another time within five school days, and the period of absence is one hour or longer, the funds saved will be credited to the Liaison Curriculum Fund of the school where the absences occurred. Such funds will be used for curriculum development and implementation. The use of such funds will be determined by the School Liaison Committee and the principal, with the verification of funds by the Assistant Superintendent. Verification means the check of submitted periods of absences with the absentee report to determine the amount of funds available to each school (the total days of absences times the prevailing substitute allowance). Verification does not mean approval of a curriculum project or its implementation.

- B. In the event that the need for a substitute is filled by a student teacher, the funds saved will be credited to the Liaison Curriculum Fund for that school.
- C. The District shall inform each building principal and each building liaison chairperson of the funds accumulated in the Liaison Curriculum Fund. This will be done by April 30 of each year. Approved funds must be encumbered with the District Business Office by the end of the first week in June. Encumbrance shall include approved purchase orders.

Funds accumulated between May 1 and the end of the school year must be encumbered by June 30. There can be no carry-over of unencumbered funds from one school year to the next.

Any materials ordered must be processed through the Business Office in the same manner as other school expenditures.

#### 9.5 Miscellaneous

- A. Teachers who are responsible for student activities in the evening or on days not in the school calendars are expected to participate in these activities. The teacher recognizes that responsibility to students and profession requires the performance of duties that involve the expenditure of time beyond the normal school day. It is expected that teachers will be readily available for consultation with parents by appointment and for consultation and individual work with students. Teachers are urged to participate in appropriate student activities such as interscholastic events, dances, concerts, plays, and other activities carried on by students.
- B. Generally, substitutes or support personnel will be provided to replace all absent teachers who meet regularly scheduled classes.
- C. Faculty meetings of the entire faculty in each school shall be based on an agenda in the interest of effective use of staff time. The Liaison Committee in each school shall have input into the preparation of the agenda. Two days of the month will be designated for faculty meetings. Additional meetings may be called as needed.
- D. A priority schedule shall be established by the Superintendent for faculty, departmental, and curriculum meetings. This priority shall remain in force in the event activities are rescheduled. In the event a meeting is called, except for emergency action, with less than one week's notice, the teacher can rightfully disregard the meeting if it conflicts with previous commitments. When faculty meetings are scheduled at times authorized by the Superintendent, and faculty is properly notified, all staff members are expected to attend, unless excused by the principal.

After school hours on Thursdays are to be reserved for NTA meetings. No district meetings are to be scheduled at these times.

- E. The students, faculty, administration, Board, and parents have a responsibility for student discipline and the maintenance of high standards of conduct. It is recognized that the time of teachers should be utilized for instruction and related instructional activities and that non-teaching duties be minimized.

The teacher may be required to perform non-teaching duties to maintain an orderly atmosphere in which students and teachers may carry out their responsibilities with a minimum of distraction. The building principal and the School Liaison Committee should determine the degree that non-teaching duties are assigned.

## ARTICLE 10

### TEACHER ASSIGNMENT

#### 10.0 Teacher Assignment

The teacher assignment is written notification from the Superintendent or designee of the building location(s), grade level(s), and subjects to be taught.

#### 10.1 Assignment Procedures

- A. Prior to finalizing teacher assignment and after the Board of Education adopts the budget the Principal will present to the faculty and/or departments projected staffing for the following year.
- B. Probationary and tenured teachers shall be notified in writing by the Superintendent or designee of their assignment by June 1. The notice shall consist of building(s), grade level or subjects to be taught. All teacher assignments are contingent upon passage of the annual school budget.

In the event a contemplated assignment involves a change in building locations, the staff member will be notified in writing of such change by May 15. The administrator will schedule a meeting with the teacher which will take place prior to June 1 to discuss the reasons for the assignment. The teacher may suggest alternatives to the proposed assignment.

- C. The educational and experience background of the teacher is to be weighed in the determination of the assignments. Whenever practicable, the teacher will be assigned within the scope of the individual's certification and tenure area.
- D. The Superintendent shall be responsible for seeing that changes in building assignments are based on a reasonable minimum of new preparation and inter-school travel by the teacher. Inter-school travel shall be reimbursed at the contractual rate.

#### 10.2 Vacancies

- A. Written notice of professional staff vacancies, excluding those created by short-term illness, shall be posted in each school within five school days of the date on which the opening becomes available. Posting of such notification shall not interfere with regular routine of recruitment of professional personnel.
- B. A teacher who desires to apply for a posted vacancy shall write to the personnel office within 10 school days of the date the vacancy has been posted. In the letter of application to fill the vacancy, the teacher shall state his/her qualifications for the posted position.
- C. If the vacancy is filled by a candidate other than a teacher desiring the reassignment, an effort will be made to notify the teacher of the decision prior to Board action related to the position.
- D. Teacher vacancies will be filled by individuals on the preferred eligibility list in accordance with New York State Education Department rules and regulations.



### 10.3 Reassignments

- A. When necessary, teacher reassignments will be made because of a change in student population, because of available openings in other buildings, because of unexpected staff vacancies, or when the district determines such reassignment to be in the best use of personnel resources. Reassignments will be made within certification and tenure areas to provide a balance of teacher resources, and to staff schools of departments according to teaching positions allocated in the school district budget. The middle school staff will be considered a single unit.

In the event a reassignment to another building is considered because of available openings, the district will develop a list of personnel interested in a voluntary reassignment to the position and will consider that list in addition to the staff member being considered by reassignment. The district shall make the final decision on the employee to be reassigned to the available opening.

- B. Reassignment of a teacher shall be made only after a meeting between the teacher and the immediate supervisor to discuss the reasons which made the reassignment necessary. The teacher may suggest alternatives to the proposed reassignment. After the discussion required above has occurred, if the teacher wishes to, he/she may request further discussion of the proposed reassignment with the Assistant Superintendent for Educational Programs and Instruction and then with the Superintendent.
- C. A teacher who is reassigned shall be informed in writing of any effect of the reassignment on tenure at the time of the notice of reassignment.
- D. Teachers who receive new assignments from one building to another, or from one classroom to another within a building, will be provided with assistance to carry out the move. Teachers will be notified ahead of time of the date when assistance will be available. Essential materials will be moved prior to the first class meeting.

### 10.4 Requests for Reassignment

- A. Teachers who desire reassignment to another school, grade or subject must send a written request directly to the Assistant Superintendent with a copy to the building Principal and their immediate supervisor stating their desire for reassignment and indicating where they wish to be reassigned. This written request should include the particular qualifications of the teacher for the requested assignment.
- B. If a vacancy occurs in a position in the area of reassignment indicated by the teacher, the teacher shall be given consideration as an applicant for the position in accordance with the selection procedures in Article 16.
- C. If the reassignment request is not granted, and the teacher requests it, the principal will meet with the teacher prior to making the assignment to discuss the reasons why the change could not be accommodated.

### 10.5 Vacancies and Promotions

- A. 1. All vacancies in 'promotional positions,' as defined in paragraph 10.6 (B), and extra duty assignments, where selection is made at the Central Administration level, shall be posted in each school. The notice shall indicate a description of the position, qualifications, and a time limit for submitting application to the Superintendent.

2. If a vacancy classified as a promotional position occurs during the summer, a notice of the vacancy including a description of the position, qualifications, and time limit for submitting applications shall be posted in the District Office and shall be mailed to those teachers who, prior to the end of the school year, have notified the Assistant Superintendent in writing of their interest in applying for promotional positions.
  3. The notice of interest in a promotional position shall include data on certification status needed for the position, and a statement of qualifications for the particular vacancy.
  4. Candidates who are not properly certified according to the New York State Education Department of Certification should not make application, as an individual who cannot meet State certification cannot be appointed by the Board.
- B. "Promotional positions" are defined as District Director, or those covered by Administrators Agreement.
  - C. Qualified teachers within the district shall be given consideration with other candidates.
  - D. If the vacancy is filled by a candidate other than the local applicant the local applicant shall be notified in writing within one week after the vacancy has been filled.
  - E. The Superintendent will notify the NTA of any promotional positions being created or abolished for NTA input.
  - F. The NTA President will be notified of the candidates being considered for possible appointment to a promotional position. The NTA will provide a written response regarding these candidates within ten (10) school days of the date of notification. The Superintendent of Schools will consider this response, and other relevant information in preparing the recommendation to the Board.
  - G. It is the intent of the Board to fill full-time positions with full-time teachers. If full-time positions are broken into part-time positions, the Superintendent will so notify the NTA.

## ARTICLE 11

### EXTENDED PROGRAMS

#### 11.1 Professional Activities and Curriculum Development

Professional staff may be employed outside of the regular school hours or the school calendar year to provide for:

1. Planning
2. Setting goals
3. Defining priorities
4. Revising instructional processes and organization
5. Developing curriculum
6. Designing and producing instructional materials
7. Evaluating current programs
8. Teaching summer school

The Curriculum Advisory Committee, consisting of three administrators (selected by the Superintendent), six teachers (selected by the NTA), and three directors (selected by Superintendent) will convene no later than December 1 of the ongoing school year to establish procedures for the implementation of its goals, consideration of curriculum proposals and the recommendation of curriculum procedures by priority ranking to the Superintendent of Schools. The committee will be convened prior to December 1 of the ongoing school year by an administrator appointed by the Superintendent of Schools. It is the responsibility of the committee at its first meeting to select a chairperson.

The committee has the responsibility of notifying teachers of the deadline for submission of proposals. All proposals received by the committee must (1) be in writing, (2) identify the teacher or teachers involved in the proposal (3) fit the criteria established by the committee, (4) include a completed proposal checklist, and (5) specify projected costs in terms of dollars or days.

The committee must submit its recommendations in priority order rank to the Superintendent of Schools by March 31 of the ongoing school year.

Priority is to be given regularly appointed teachers of the Niskayuna Central School District in providing these services.

Teachers who do not submit proposals but who do desire work on summer curriculum projects should notify the Assistant Superintendent in writing of this intent prior to March 1 of the ongoing school year.

The Superintendent of Schools shall make known the list of accepted projects as soon as the budget is established.

11.2 Summer School Courses

The Summer School Principal shall post a notice of all probable summer school courses in all buildings by May 15. Teachers interested in applying for positions shall so indicate in writing to the Summer School Principal by June 1.

11.3 Salaries for Teachers employed in Summer Programs shall be:

A. Secondary Summer School (6 weeks - 5 days per week - ninety minute classes)

Teacher Step		2001-02	2002-03	2003-04	2004-05	2005-06
1 Course	1-4	\$1,306	\$1,345	\$1,389	\$1,434	\$1,484
	5-8	\$1,433	\$1,476	\$1,524	\$1,574	\$1,629
	9 Max.	\$1,566	\$1,613	\$1,665	\$1,719	\$1,779
2 Courses	1-4	\$2,609	\$2,687	\$2,774	\$2,864	\$2,964
	5-8	\$2,871	\$2,957	\$3,053	\$3,152	\$3,262
	9 Max.	\$3,267	\$3,365	\$3,474	\$3,587	\$3,713
3 Courses	1-4	\$3,914	\$4,031	\$4,162	\$4,297	\$4,447
	5-8	\$4,303	\$4,432	\$4,576	\$4,725	\$4,890
	9 Max.	\$4,694	\$4,835	\$4,992	\$5,154	\$5,334

B. Driver Education teachers who work with 21-24 students will receive:

2001-02	2002-03	2003-04	2004-05	2005-06
\$3,585	\$3,693	\$3,813	\$3,937	\$4,075

Driver Education teachers who work with 17-20 students will receive:

2001-02	2002-03	2003-04	2004-05	2005-06
\$2,962	\$3,051	\$3,150	\$3,252	\$3,366

Driver Education Teachers who work with 13-16 students will receive:

2001-02	2002-03	2003-04	2004-05	2005-06
\$2,290	\$2,359	\$2,436	\$2,515	\$2,603

C. Summer Curriculum Work

Teachers working on curriculum proposals may compute their hourly rate if they prefer a rate basis rather than a job basis.

2001-02	2002-03	2003-04	2004-05	2005-06
\$19.55	\$20.14	\$20.79	\$21.47	\$22.22

D. The base salaries in sections 11.3 A, B and C will be increased effective July 1, each year by the same percentage as BA Step 1 is increased on those dates. This process will be referred to as "indexing."

E. Leaves Benefits

Niskayuna teachers who are employed by the district during the regular school year and who are employed in the summer school program shall be granted leave rights, which apply to their employment as summer school teachers.

Article X - Extended Program

E. Leave Benefits (Cont.)

1. Sick Leave

Teaching one course in the six week summer school entitles the teacher to one-half day's leave; two courses, one day; three courses, one and one-half days. These days may accumulate to 10, but may only be used during the summer school program. Teachers working in summer programs at other levels or for other than six weeks in length will receive an equivalent amount of sick leave for equivalent amounts of teaching time.

2. Death in the Immediate Family; and Business Other than School Related and Illness in the Family

All regularly employed Niskayuna teachers are entitled to one-half day per six week summer session for the above purpose. These can be accumulated to three days but can only apply to the summer school program. Those employees in summer programs other than six weeks in length will have this benefit prorated according to the six-week standard.

Absence during the summer session under these leave policies is to be charged on the basis of one-half day for each day of absence.

## ARTICLE 12

### TEACHER EVALUATION AND IMPROVEMENT

#### ANNUAL PROFESSIONAL PERFORMANCE REVIEW

##### 12.1 Purpose of Evaluation

The evaluation of educational personnel is undertaken for administrative purposes, for the improvement of instruction, and for the encouragement and support of the teacher. Evaluations made for administrative purposes are the responsibility of principals with the assistance of directors. Administrative evaluations are those which assess the performance of probationary and tenure teachers for the purpose of granting tenure and annual reappraisal of a teacher's progress. The NTA and the Superintendent of Schools recognize the recommendations of the Task Force on Teaching as the basis for the teacher evaluation and improvement process.

##### 12.2 Evaluation

The following guidelines govern the application of the Task Force's recommendations.

- A. When a teacher is assigned to more than one school, the principal of the school where the greatest time is assigned is responsible for the final evaluation and recommendation. Each evaluator is to prepare a separate evaluation, review them jointly and, in the event that the evaluations result in different conclusions, the evaluators are to discuss the evaluations with the Superintendent.
- B. All formal observations will be announced to the teacher at least two days before the observation unless the teacher and the principal agree that this is not necessary, and will be conducted openly with the knowledge of the teacher. The teacher shall carry out instruction rather than testing or study during the observation period. The post-observation conference shall occur within 15 school days of the observation.

A copy of the observation evaluation, with the principal and teacher's signatures, shall be submitted to the Assistant Superintendent for inclusion in the teacher's personnel folder. Written administrative evaluations are to include strength and/or weaknesses observed, and are to provide positive constructive suggestions for growth.

- C. Informal observations and informal conferences are encouraged throughout the evaluation process.
- D. Prior to the implementation of Article 12.1, a committee will be established to work on the process of implementing the recommendations. Titled the Annual Professional Performance Review (APPR) Implementation Committee, it will have the responsibility of developing the implementation plan, including the training and reporting requirements in the Annual Professional Performance Review. This committee will include representatives of the NTA, NDA, NAA, District Office and the original Task Force. The membership would be:

NTA – 5 (NTA designated)  
NDA – 1 (NDA designated)  
NAA – 1 (NAA designated)  
District 1 (Superintendent or designee)

Task Force – 4 (One each representing NTA, NDA, NAA,  
and DO or Board of Education)

The APPR Committee's responsibility shall be to recommend an implementation plan including consideration of implementation issues provided by the NTA and the district. This committee shall propose forms to be used in the application of the APPR including consideration of those proposed by the Task Force for Teaching.

The APPR Implementation Committee shall hold meetings throughout the district to explain the plan to unit members and shall present its recommendations to the Superintendent and NTA President by June 1, 2001. If the materials are acceptable to both parties, the Board of Education will receive a recommendation to adopt the APPR Plan. If the materials are unacceptable to either party, the NTA and the administration will submit a list of any concerns regarding the plan. The APPR Implementation Committee will be asked to propose solutions to the issues. During that period of time, the Board of Education will adopt a temporary district plan containing only the necessary elements to meeting APPR requirements. Prior to any submission of said plan to the Board of Education, the plan will be given to and reviewed with the NTA President.

As additional APPR Plan development occurs, presentation to and feedback from staff will continue. By April 1, 2002, the plan will be submitted to the NTA Executive Committee and the Board of Education for approval. If the NTA and the Board of Education cannot agree on a final plan, the parties shall hire a "facilitator" paid for the district, who will seek to gain agreement of the parties prior to the Board of Education adopting a final plan.

- E. In completing evaluations, the principal/evaluator may use all sources of information relating to the teacher, such as: planned observation evaluations, teacher-administrator conferences, outgrowth of classroom activities, reactions by parents and students, informal classroom visits and incidental informal professional contacts.
- F. The principal shall submit an annual evaluation report on or about June 1 for all tenured personnel and part-time personnel to the Superintendent of Schools for review and placement in the teacher's personnel folder. A copy of the report shall be given to the teacher at a conference prior to submission to the Superintendent.
- G. The official personnel folder for each teacher is maintained in the Superintendent's office. A teacher has the right, in the presence of a representative of the Office of the Superintendent, to review the contents of his/her personnel folder, except those which have been provided in confidence, such as references from college placement offices and references from former employers. A teacher is entitled to know about, shall be informed of, and may read any report concerning conduct, service, character or personality made by Niskayuna School personnel or parents prior to its being entered in the personnel folder. A teacher shall acknowledge that having had the opportunity to review any such report by signing a copy with the expressed understanding that the signature does not indicate agreement or disagreement with the report. The teacher may submit a written statement concerning any such report which shall be attached to the report. A teacher may make copies of the records open for inspection but may not remove the records from the Office of Superintendent. A teacher may elect to have an additional witness of their own choosing.

### 12.3 Non-Tenured Teacher Evaluations

- A. Probationary teachers shall be evaluated according to the probationary procedures in the APPR Plan approved by the Board of Education.
- B. Procedures as defined in "Education Law, Section 3031, shall be followed for those teachers whose services will be discontinued or when tenure will not be granted.

#### 12.4 Tenured Teacher Evaluations

The tenured teacher evaluation process of Article 12.4 of the 1996-2001 Agreement between the parties shall continue in effect until such time as the Board of Education adopts a temporary and/or final APPR Plan.

Tenured teachers will be evaluated annually. This evaluation will be the responsibility of the principal, assisted by the appropriate supervisors. As such, the principals/evaluators may do the following:

- A. Assist each staff member to establish a goals/self-evaluation procedure.
- B. Periodically assess, aid and support those teaching methods, activities, and experiences that will help staff members achieve their goals.
- C. Conduct "informal visits and conferences" designed to help staff members be more successful in achieving their goals.
- D. Conduct a minimum of two formal classroom visits within the same school year. (One before December 23 and the second before March 13) using the following procedure:

Pre-observation Conference  
Observation  
Post-observation Conference

The two annual formal observation visits may be replaced by a mutually acceptable alternative between the teacher and evaluator.

- E. Each formal observation shall be written and a copy of the report shall be given to the teacher for review and signatures. One copy of the report will remain with the teacher and a second copy will be forwarded to the Superintendent for review and placement in the teacher's personnel folder.

#### 12.5 Instructional Improvement Observations

- A. All members of the professional staff are encouraged to participate in programs of self-evaluation and observations of the work of colleagues in order to achieve a qualitative difference in the educational program. This activity is especially urged for teachers on tenure.
- B. It is understood that the principal, directors, and others who have a right to be in the school may visit a classroom or other educational activity without prior arrangement so long as such visit is not a part of an evaluation as defined above; however, those informal observations may be discussed as part of the evaluation when they are applicable.
- C. Teachers are encouraged to invite the principal and directors to observe any portion of the program which they believe is outstanding or is in need of support.
- D. Teachers are encouraged to counsel with their colleagues, administrators, and other qualified persons concerning any matter which the teacher believes may result in more effective educational programs or practices.
- E. The teachers are encouraged to report the positive outcomes of these self-evaluations and staff observations to the principal or director in order to enhance the possibility of such efforts having a beneficial effect on the school program.



## ARTICLE 13

### LEAVES

#### 13.1 Sick Leave

- A. Each employee covered by this Agreement will be credited with 10 days of paid sick leave on September 1 of each school year. Regular part-time employees will receive proportionate benefits. Unused sick days may accumulate from prior years to a maximum of 150 days, not including the sick leave allowance for the current school year. These 10 days will be used first in the event of illness or illness in the immediate family; none of these 10 days which are unused during the school year may be added to the accumulated total so long as that total stands at the maximum of 160 days in the 2001-02 year, 170 days in the 2002-03 year, 180 days in the 2003-04 year, 190 days in the 2004-05 year, 200 days in the 2005-06 year. Sick leave may be taken for personal illness or disability.
- B. Illness in the immediate family which requires the teacher's presence qualifies under this policy. Immediate family includes husband or wife, children, brothers and sisters, father and mother, grandparents, and any other persons with whom the teacher has developed an immediate family-like obligation due to past personal relationships. Up to 12 days of accumulated sick leave may be used for illness in the immediate family prior to requesting additional days from the Superintendent. If there are extenuating circumstances and the teacher has used the allowable time, the Superintendent of Schools may extend the leave time by five additional days.
- C. An employee who intends to be absent from work shall notify the designated individual by telephone at the earliest practicable time.
- D. Prior to October 15 of each school year, all school personnel will be notified of their accumulated sick leave as of June 30 of the preceding school year.
- E. In the event of long term absence due to illness, the teacher shall utilize the sick leave allowance available, except that a teacher with ten or more years of service in Niskayuna may reserve up to ten days and other teachers may reserve up to five days before receiving benefits under the Disability Insurance Program, provided a written request is made to the Business Office prior to the effective date of the request. An election to reserve sick leave days may not be revoked.

#### 13.2 A. Sick Leave Bank

A sick leave bank is hereby created. The rules of the sick leave bank shall include the following:

1. Applications for use of the bank shall be in writing to the Superintendent, or designee.
2. Eligibility requirements, including exhaustion of the employee's accumulated sick leave in accordance with Article 13.1 E.
3. Upon request of the employer, the employee shall provide a doctor's note or written statement for use of the bank.
4. Employees shall have the right to reserve days in accordance with 13.1 E.
5. An eight workday waiting period between exhaustion of the employee's accumulated sick leave and use of the sick leave bank.
6. Sick leave bank use stops upon first day of eligibility for benefits under the District's Long Term Disability Insurance Plan.

B. Contributions to the Sick Leave Bank

Each unit member shall contribute two sick leave days to the bank on September 4, 2001. Thereafter, whenever the number of days in the bank is reduced to equal or less than the number of unit members, each unit member shall contribute one additional sick leave day from the individual's sick leave accrual. Contributions may only be made in accordance with this procedure. Individuals without sick leave days to contribute shall be required to contribute at the earliest new allocation date.

13.3 Death in Immediate Family

Each teacher will be allowed five full days each year for each absence due to death in the immediate family, with no loss of pay. The principal is to be notified in advance of the absence unless emergency prohibits.

Members of the immediate family include husband and wife, children, brothers and sisters, father and mother, grandparents, and any other person with whom the teacher has developed an immediate family-like obligation due to past personal relationships.

13.4 Business Other Than School Related, and Illness in Family

A. Each teacher will be allowed up to three full days each year for business other than that related to school with no loss of pay provided that the business matter cannot be taken care of outside working hours or school calendar days. Unused leave days shall be added to the accumulated sick leave at the conclusion of each year. Under this policy, leave will not be granted for a teacher's honeymoon.

B. A family affair qualifies under this policy. A family affair is defined as an occasion when matters of concern related to the personal lives of the immediate family as defined above have to be settled and the presence of the teacher is imperative. Examples of such occurrences would be the obligation a parent has for taking his child to college - a husband/wife attempting to resolve marital problems - the placement of an individual's parents in a care center.

C. It is not intended to be a leave for personal or family recreation or a social engagement. Instances not included would be - a vacation outside of the regular school calendar - family get-together for social reasons.

D. Procedures

1. A teacher may state a need to be absent for no more than one day at a time in accordance with the policy on a form approved by the Superintendent and the NTA identifying that the absence is for any one of the following reasons:

- a. Family affair, when the presence of the teacher is imperative
- b. Legal appointment
- c. Medical appointment
- d. Military
- e. Religious
- f. Employee's wedding (2 days)

In the event that a teacher needs to be absent for more than one day's duration, the teacher will inform the principal, stating the reason for the requested absence.

2. Two days advance notice should be given in every case unless emergency prohibits. In the event of an emergency, the principal will be notified that the teacher is taking a day for business other than school related and the "Statement of Need to be Absent" will be submitted immediately upon return.

3. Personal leave shall not be used to extend a vacation. Teachers shall make every effort to be present on the day before or after a school holiday. Absence will be approved for one of the stated reasons, if the absence is unavoidable. The teacher is required to provide sufficient information to make clear the absence on that day is unavoidable.

#### 13.5 Educational Visitation

As an opportunity for professional improvement, a teacher may be allowed three full days each year for educational visitation with no loss of pay. This may be granted on advance approval of the principal. Educational visitation includes visits to classrooms within or outside the Niskayuna system.

#### 13.6 Educational Conferences and Out-of-District Travel

Attendance at conference is encouraged and if granted shall be over and above the three days of Educational Visitation.

The Superintendent is authorized to approve out-of-district travel/conferences of teachers on school business under the following conditions.

- A. Application is submitted in advance on forms provided by the district.
- B. The application is approved by the principal.
- C. Funds are budgeted for the purpose.

#### 13.7 Unpaid Leave of Absence

- A. A teacher may apply to the Superintendent for a leave of absence, which shall be without compensation for a period not to exceed one year, with renewal not to exceed one additional year, for the purpose of professional improvement or family reasons.
- B. If the teacher is granted such a leave by the Board of Education, the teacher shall notify the Superintendent of intent to return at least 120 days prior to the termination of the leave. If the duration of the leave is less than 120 days, the teacher shall notify the Superintendent at least 30 days prior to the termination of the leave.
- C. No action taken by the Board upon any such application shall constitute a binding precedent or past practice.
- D. When unpaid leaves, as described above are granted to non-tenured teachers, such leaves shall be considered as an interruption of the probationary period and shall not apply in lieu of service in meeting the probationary time required.
- E. Teachers on such leave of absence shall have the choice of whether or not to continue to participate in the District health and/or dental insurance plan for the period of the leave. The teacher shall pay 100% of the cost of any insurance premium due as a result of such participation.
- F. Upon the teacher's return to work all benefits to which he (she) is entitled at the time of return from such leave shall be available to the teacher.

#### 13.8 Reinstatement of a Teacher Who Resigns

A teacher who resigns and who is re employed on a full-time basis within five years of the date of resignation, shall have all rights which had accrued at the time of the resignation, exclusive of tenure rights and seniority rights. These rights include such items as accumulated sick leave, disability insurance, and accumulated time for sabbatical leave.

### 13.9 Sabbatical Leave

In the interest of rewarding professional performance and encouraging independent research, achievement and professional growth, the Board may grant sabbatical leave in accordance with the following procedures:

- A. No more than four teachers may be absent on sabbatical leave at any one time.
- B. Only those teachers who have completed six continuous and full years of professional service in the school system shall be eligible for sabbatical leave, and no teacher having been on sabbatical leave shall again be eligible until he/she has completed five additional years of professional service in the district after return from such leave.
- C. Any teacher who desires to apply for sabbatical leave shall submit such application by February 1 to the Superintendent in writing on such forms as the Superintendent may require.
- D. In considering an application for sabbatical leave, the Superintendent will apply the following criteria: years of service of the applicant, type of research or study planned, educational value of proposed research or study to the school system and relationship to professional growth of applicant, and urgency of proposed research or study.
- E. The Superintendent shall make the recommendation to the Board which shall act thereon not later than the April following the submission of the application.

Any teacher accepting sabbatical leave shall enter into a written agreement with the Board, which agreement shall provide that in the event the teacher resigns from the District service before the completion of one year of service after expiration of the sabbatical, shall reimburse the District for the amount of money the unfulfilled one year period bears to the full amount granted during such leave.

When the sabbatical leave has been completed, the teacher shall submit a report of the research or study for the Board in such form as has been determined by the Superintendent.

The district will inform any teacher on sabbatical leave of opportunity for advancement and promotion and such teacher shall be considered for such advancement or promotion in the same manner as those who are presently in service.

Each teacher granted a sabbatical leave shall have the right to return to a position substantially equivalent to the former position, or to the same position if it is available.

A teacher shall receive half salary including the scheduled increment, while on sabbatical leave. Sabbaticals are to be included as service to the district. (One year's sabbatical equals one year of service).

When the teacher returns to the district from a sabbatical leave that time will accrue towards progression to the next salary step. (one-half year sabbatical equals 1/2 year of service).

Teachers may be granted a mini-sabbatical, following the procedure identified above, which would be for a period of less than one-half of the school year.

### 13.10 Legal Appearances

A leave of absence may be granted a teacher for jury duty, provided that the Board shall only be obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis (1/200th of yearly salary), and the daily jury duty fee paid by the court.

In the event a teacher's presence is required in court by subpoena for a period which exceeds the number of business other than school-related days available an extension of two days of paid leave will be granted. In the event a teacher's presence in court by subpoena exceeds this extension, the teacher may ask for a review of the circumstances by the Assistant Superintendent.

## ARTICLE 14

### PROFESSIONAL GROWTH

#### 14.1 Professional Development and Educational Improvement

- A. "Professional Growth Day" - Within each school year one school day is to be provided during which teachers assemble for educational improvement and professional development. Absence during this time is on the same basis as a regular school day. Responsibility for the professional day will alternate annually between the District and the NTA, in consultation with the NTA or the Superintendent. The NTA and the Board shall be equally responsible for costs and will endeavor to assure the attendance of all teachers.
- B. The School District shall provide release time and provide for the substitute for professional activities of the staff when:
  - 1. an evaluation of the cost is consistent with the probable benefit to the educational program of the schools.
  - 2. the application is approved by the Superintendent.
  - 3. Funds are budgeted for the purpose.
- C. The District shall pay the reasonable expenses (including substitute's salaries, meals, lodging, transportation and/or registration fees) incurred by teachers in attending workshops, seminars, conferences and other professional improvement sessions that are approved by the Superintendent or designee. Approved transportation shall be:
  - 1. an individual using a public carrier when reasonably available.
  - 2. an individual, when a public carrier is not reasonably available, and groups traveling by car,
    - (a) a district car is to be used when reasonable reliable equipment is available.
    - (b) when a personal car is used, expense is reimbursable at the contractual rate.

The Superintendent's approval shall be based on:

- 1. an application made in advance on forms provided by the District.
  - 2. approval of the application by the principal.
  - 3. funds are budgeted for this purpose.
  - 4. an evaluation that the cost in time, in substitute service, if any, and in reimbursement of expense is consistent with the probable benefit to the educational program of the schools.
- D. In addition, any teacher may, with the advance approval of the Superintendent, attend such sessions at ones own expense, and the District shall pay for the substitute.

- E. All teachers are required to complete five hours of approved courses or equivalency credit during any given ten year period of employment. These five hours must satisfy the same rules as stated for salary and/or equivalency credit. Only those teachers who complete the five hour requirement are eligible for any increase in salary. Upon written request from the individual teacher, the district will report the teacher's status regarding this requirement. In the event that the requirement is met subsequent to the freezing of a salary, the individual shall again be entitled to any annual increase in salary.
- F. Teachers who either have 75 hours of approved graduate credits on the Bachelor's salary schedule or 105 hours of approved credits on the Master's salary schedule are exempt from the Equivalency credit requirement.
- G. Equivalency credit is defined as follows:
1. Formally assigned curriculum and instructional materials development work for public educational agencies or foundations such as Niskayuna Central School District, New York State Department of Education, Capital Area School Development Association, and Educational Facilities Laboratories. A maximum of one semester hour equivalency is to be approved in any one year period.
  2. Educational travel/conferences directly associated with the teacher's assignment in the Niskayuna Schools. One-half credit is offered for each day of attendance. An additional one-half credit is offered for presenting at said conference for a maximum of one credit per day.
  3. Formally assigned supervision of student teachers in the Niskayuna Schools. An equivalency credit is to be granted on the basis of one semester hour for a quarter year of supervision.
  4. Authorship of educational books, articles, and materials which are published will receive one equivalency credit.
  5. Teaching a course to colleagues including in-service courses in the Niskayuna Schools or credit courses in post secondary school institutions. Equivalency credit is to be granted on the same basis as the credit earned by those taking the course.
  6. Membership on a curriculum cabinet or the CORE team for a minimum of two years shall be the equivalent of one equivalency credit.
- H. Related equivalency credit policies:
1. Activities submitted for equivalency credit must be approved in advance by the Superintendent of Schools so applicants can be fully informed in advance and so necessary records can be kept. The teacher has no assurance of final approval for activities entered into without advance review.
  2. Any activity must be verified by a responsible person. Whenever possible this person should be a member of the Niskayuna staff. Copies of material produced in connection with the activity are to be submitted with the application.
  3. Applications for equivalency credit are to be submitted on forms provided by the Superintendent. The teacher is responsible for the preparation and verification of all records required.

4. Equivalency credit is to be granted when the activity is of such a duration as to warrant the granting of a full unit of credit. A teacher may combine several approvable activities of a shorter duration in order to earn a full unit of credit.

#### 14.2 Orientation Programs

Orientation programs are aimed at acquainting a new teacher of the District with the philosophy, policies, and practices of the school. Each new teacher in the District may be assigned by the principal to an experienced teacher for aid and help.

#### 14.3 In-service Training Programs

In-service training programs are directed toward the professional growth of teachers. The program to be effective should, when possible, relate to the needs of the district and teachers. It is the joint responsibility of the Superintendent and the NTA to develop in-service programs.

Approved in-service courses shall qualify for salary adjustment. One credit will be given for each 15 hours of class meeting time. In the planning of in-service programs, special consideration should be given to a needs assessment, the number of class hours, qualifications of the instructor, requirements for participants, comparability to a university level course, and meeting times.



## ARTICLE 15

### PAYROLL DEDUCTIONS

#### 15.1 DUES DEDUCTION

The Board will provide for payroll deduction of annual dues to the NTA under the following conditions:

- A. The NTA obtains the authorization from the individual and transmits it to the Business Office by October 1. No payroll deduction will be initiated after this date.
- B. The authorization is to specify the exact amount to be deducted and to be on a form supplied by the district. Once this authorization has been filed, it need not be renewed each year. Any changes in the amount of dues to be collected will be made automatically unless the individual teacher submits a new form or revokes the old one.
- C. The deduction is to be at a rate derived from dividing the number of pay periods into the amount of the unified professional membership dues.

The NTA will notify the business office by September 1 what amount the dues will be for that year and what amount should be deducted each payroll. The deductions will begin with the second payroll after October 1 and will continue until the total is deducted.

- D. An individual may revoke the authorization by filing a form supplied by the district with the Business Office. The deduction is to cease by the second payroll following the revocation.
- E. The district is not responsible for collection of any balance due when an individual revokes the authorization or when an individual drops from the payroll by resignation or otherwise. An individual may make a timely request to have deducted any balance of dues owed.
- F. Payment of such dues withheld shall be made to the Treasurer of the NTA within five days following each payroll date.

#### 15.2 TRS LOANS

Repayment of loans from the New York State Teachers Retirement System will be made according to the schedule provided by the Retirement System.

#### 15.3 CREDIT UNION LOANS

Repayment of loans from the First Teachers Federal Credit Union will be made according to the schedule provided by the teacher, provided that the schedule is in even amounts except for a first or last balancing payment, and provided that the authorization is filed with the Business Office prior to the 30th day of September of the school year. New authorizations shall be effective during the second semester if the authorization has been filed with the Business Office prior to the 31st day of January.

#### 15.4 UNITED WAY

The Board of Education shall provide for payroll deduction of a regular amount at each payroll period for contributions to the United Way. The Board of Education will provide for overall administration of the United Way appeal, and the NTA will distribute information concerning the United Way appeal and transfer pledges or contributions to the district liaison person with the United Way.

15.5 SAVINGS PLANS

The Board of Education shall provide for payroll deduction of a regular amount at each payroll period for the purchase of U.S. Savings Bonds or systematic savings through the Credit Union.

15.6 NYSUT BENEFIT TRUST

The district shall provide a payroll deduction for contributions by employees to the NYSUT Benefit Trust. Requests by employees for contributions to such Trust or changes in a previous request shall be submitted to the District prior to October 1 of each school year. The NTA shall indemnify the District for any claims made by an employee in connection with the administration of this payroll deduction option.

15.7 FLEXIBLE SPENDING PLAN

The District shall provide employees a flexible-spending plan.

## ARTICLE 16

### TEACHER RECRUITMENT AND SELECTION

- 16.1    A.    The organization of recruitment of teachers to apply for employment in the Niskayuna School District is the responsibility of the Superintendent. All district personnel are encouraged to invite qualified colleagues to apply for employment in the Niskayuna School District.
- B.    All candidates applying for a position in the Niskayuna Schools must initiate their applications at the District Personnel Office.
- C.    The personnel office will post in each school a list of available positions.

After applications have been processed and screened, individuals will be interviewed by the appropriate administrator and/or the appropriate supervisor, and the Superintendent or designee. Employment procedures during vacation periods will of necessity vary from the regular school year procedure. After the candidates have been interviewed, a finalist list will be developed by the interviewer.

The finalists will then be asked to return to the District for further interviewing and for school visitation. When the candidates visit the school, it is expected that one or more teachers will have the opportunity of talking with the candidate. It is the responsibility of the school principal and/or the supervisor to see that the teacher or teachers designated for interviewing have the opportunity of meeting the candidates.

Teachers who are part of the interviewing process have an obligation to submit an interview report to the principal.

## EXTRA CURRICULAR ACTIVITIES REVIEW COMMITTEE

### 17.1 PURPOSE

It shall be the responsibility of the committee to administer the extra curricular activities program as follows: the placement or adjustments of activities on specific tier levels, recommendation of compensation, and the implementation of the extra curricular activities procedures as identified in this article.

Existing and newly created extra curricular activity advisors shall have a job description on file in the district office. The Superintendent will submit to the Board of Education recommendation(s) of the extra curricular activities committee, concerning the formation of a new extra curricular activity, increased compensation, or change in their level of an existing activity. The extra curricular activity committee will develop the procedure by which this will take place.

### 17.2 COMPOSITION

The Superintendent and the President of the NTA shall appoint representatives to the Extra Curricular Activities Review Committee in the following manner:

Superintendent - selects four members  
NTA President - selects four members

### 17.3 DEFINITION

#### A. TIER I

Tier I activities are those which are intrinsic to the functioning of the school and as such relate to the student body as a whole. The administration shall seek volunteers to be advisors to these activities.

If volunteers are not found, the administration and NTA will make a joint effort to fill these positions. If none are found the administration shall appoint advisors as outlined in this article.

An appointed advisor will not be required to serve two consecutive years.

#### B. TIER II

Tier II activities are those deemed to be desirable but not intrinsic to the functioning of the school and as such will only be filled by volunteers. If volunteers are not secured, administrative and NTA representatives shall develop, through a joint effort, procedures to fill these vacant positions.

#### C. TIER III

Tier III activities are those deemed desirable and sanctioned by the administration.

#### D. TIER IV

Tier IV is a sanctioned activity, initiated by the advisor and principal, without compensation to the advisor. Tier IV advisors do not fulfill obligations outlined under Tier I, II, and III requirements.

#### 17.4 CALENDAR PROCESS

Individuals shall submit applications by December 1 to the extra curricular activity committee.

On or before April 1 of each year all extra curricular activities will be posted for the following year. Should additional activities be created after April 1 or if vacancies occur in approved activities, the positions will be posted for at least ten school days prior to the last day on which applications will be accepted. An exception will be made if a position must be filled in less than the 10 day time allocation. In this case, the posted notice will give the reason for the shortened time of posting. This list will include the rate of compensation for each position. In this way the article will continue to reflect current extra curricular activity needs.

The district will not eliminate any extra curricular activities after June 1, except upon the adoption of a contingency budget or the lack of sufficient interest on the part of students. If an activity is dormant for two consecutive years, an application must be filed to reinstitute the activity.

#### 17.5 PROCESS FOR APPOINTING TIER 1 ADVISORS

In the event that an advisor to a Tier I activity must be appointed, the individual shall be selected at random from a pool consisting of all full time faculty at the building in question and represented by the bargaining unit.

The following will be exempt from the pool:

1. anyone less than 1.0 FTE at the building in question
2. anyone coaching two or more sports during the current year (exemption applies only to the current year).
3. anyone serving as an advisor to a Tier I, II, or III activity.
4. NTA President

The committee will develop and subsequently maintain a roster of high school staff indicating the eligibility for appointment to an extra curricular activity. A staff member shall not be appointed until all other eligible people have served as a Tier I, II, or III advisor.

#### 17.6 APPEALS PROCESS

Teachers who meet the established criteria for inclusion into the lottery may make an appeal to be excluded.

Appeals shall be made to the Principal, who will then meet with the President of the NTA and the teacher making the appeal. It is incumbent upon the teacher to show cause why an exclusion should be granted.

For an appeal to be sustained, both the Principal and the President must agree that the circumstances offered by the teacher are extraordinary. Exemptions granted are for the current school year.

## 17.7 COMPENSATION FOR ADVISORS

### TIER I

<u>Class Advisors</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u># OF PEOPLE</u>	
							<u>Tier</u>
Grade 12	\$1,428	\$1,471	\$1,519	\$1,568	\$1,623	2	1
Grade 11	1,035	1,066	1,101	1,137	1,177	2	1
Grade 10	648	667	689	711	736	2	1&2
Grade 9	648	667	689	711	736	2	1&2
Yearbook - Advisor	\$1,683	\$1,733	\$1,789	\$1,847	\$1,912	1	1
Business Manager	1,035	1,066	1,101	1,137	1,177	1	2
Newspaper - Advisor	\$1,938	\$1,996	\$2,061	\$2,128	\$2,202	1	2
Assoc. Advisor	1,292	1,331	1,374	1,419	1,469	1	2
Student Congress	648	667	689	711	736	1	1
TV Studio Club	3,297	3,396	3,506	3,620	3,747	3	1

### Tier II

AFS	902	929	959	990	1,022	2
Drama	1,036	1,067	1,102	1,138	1,178	1
NICS	1,295	1,334	1,377	1,422	1,472	2
Key Club	720	742	766	791	819	2
NISK Art	781	804	830	857	887	2
Pep Club	586	604	624	644	667	1
Assoc. Advisor	330	340	351	362	375	1
Crew Club	909	936	966	997	1,032	1
Crew Club Asst.	455	469	484	500	518	1
Gallery Club	644	663	685	707	732	1
Forensic Club	1,323	1,363	1,407	1,453	1,504	1
Odyssey of the Mind	909	936	966	997	1,032	1

### HS Musicals

Teachers employed by the Niskayuna Central School District are preferred as advisors for student musical productions and shall be given consideration with other candidates.

	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Director	1,938	1,996	2,061	2,128	2,202
Producer	1,098	1,131	1,168	1,206	1,248
Conductor	1,036	1,067	1,102	1,138	1,178
Musical Director	1,036	1,067	1,102	1,138	1,178
Set Construction	834	859	887	916	948
Stage Manager	585	603	622	642	664
Choreographer	585	603	622	642	664
Properties	445	458	473	488	505
Costumes	389	401	414	427	442
Publicity	168	173	179	185	191
Business Manager	168	173	179	185	191
Advertising & Promotion	168	173	179	185	191
Make-up	168	173	179	185	191
Tickets	168	173	179	185	191

	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u># of People</u>
<u>Tier III</u>						
Chess	\$586	\$604	\$624	\$644	\$667	1
French	\$586	\$604	\$624	\$644	\$667	1
Latin	\$586	\$604	\$624	\$644	\$667	1
Spanish	\$586	\$604	\$624	\$644	\$667	1
German	\$586	\$604	\$624	\$644	\$667	1
Mock Trial	\$586	\$604	\$624	\$644	\$667	1
National Honor Society	\$586	\$604	\$624	\$644	\$667	2
Outing club	\$586	\$604	\$624	\$644	\$667	1
Science Olympiad	\$586	\$604	\$624	\$644	\$667	1
SPIF	\$586	\$604	\$624	\$644	\$667	1
DECA	\$586	\$604	\$624	\$644	\$667	1
SADD	\$586	\$604	\$624	\$644	\$667	2
Video	\$330	\$340	\$351	\$362	\$375	1
Chemistry Demo Team	\$586	\$604	\$624	\$644	\$667	1
Math Club	\$586	\$604	\$624	\$644	\$667	1
Climbing Club	\$586	\$604	\$624	\$644	\$667	1
Photo Club	\$293	\$302	\$312	\$322	\$333	1
Film Club	\$112	\$115	\$119	\$123	\$127	1
Women's HS Chorus	\$330	\$340	\$351	\$362	\$375	1
<u>Middle School</u>						
Mock Trial (VA & Iroquois)	\$586	\$604	\$624	\$644	\$667	2
Newspaper	\$451	\$465	\$480	\$496	\$513	1
Student Council	\$330	\$340	\$351	\$362	\$375	1
Yearbook	\$1,171	\$1,206	\$1,245	\$1,285	\$1,330	1
Literature/Art Club	\$299	\$308	\$318	\$328	\$339	2
Photography Club	\$299	\$308	\$318	\$328	\$339	1

Middle School

*Producer/Director	\$781	\$804	\$830	\$857	\$887
*Director/Conductor	\$451	\$465	\$480	\$496	\$513

Set Design

\*Pay the principal people as identified; the rest are to be paid from the profits.

Elementary

Music Director	\$451	\$465	\$480	\$496	\$513
Musical ensembles/choral/plays					

TIER IV

Peer Leaders	No Compensation
Archery	No Compensation
Cafeteria Supervision	\$20.44/hour
Bus Supervision	\$15.19/hour

Compensation shall be based on the position title and rate as identified. If there is a vacancy in the assistant level no additional compensation will be given to the other advisor.

17.8 COMPENSATION FOR ADVISORS

The compensation for advisors is indexed as defined in Section 11.3 (D)

17.9 PAYMENT PROCESS

Advisors will receive 1/2 of their compensation in the second pay in December. The remainder will be paid at the conclusion of the activity subject to certification by the building principal that all requirements have been completed.

17.10 APPLICATION FORM

**NISKAYUNA CENTRAL SCHOOLS**

**APPLICATION FOR APPROVAL OF EXTRACURRICULAR ACTIVITIES**

NAME OF ORGANIZATION \_\_\_\_\_ DATE OF APPLICATION \_\_\_\_\_

EXISTING ORGANIZATION \_\_\_\_\_ NEW ORGANIZATION \_\_\_\_\_

ADVISORS NAME(S) \_\_\_\_\_

NATURE OF ORGANIZATION (CHECK MORE THAN ONE IF APPROPRIATE):

\_\_\_\_\_SERVICE \_\_\_\_\_SOCIAL \_\_\_\_\_ACADEMIC \_\_\_\_\_SPORTS \_\_\_\_\_OTHER  
(EXPLAIN)

SCHOOL BUILDING LOCATION OF ORGANIZATION

\_\_\_\_\_HIGH SCHOOL \_\_\_\_\_MIDDLE SCHOOL \_\_\_\_\_ELEMENTARY(H, G, C, R -CIRCLE ONE)

NUMBER OF ACTIVE ORGANIZATION MEMBERS THIS YEAR \_\_\_\_\_

NUMBER OF ACTIVE ORGANIZATION MEMBERS LAST YEAR \_\_\_\_\_

HOW OFTEN WILL YOU FORMALLY MEET WITH MEMBERS IN HOURS PER WEEK EXCLUDING HOMEROOM? \_\_\_\_\_

HOW OFTEN WILL YOU INFORMALLY MEET WITH MEMBERS IN HOURS PER WEEK EXCLUDING HOMEROOM? \_\_\_\_\_

OTHER TIME FACTORS IN HOURS PER WEEK \_\_\_\_\_

PLEASE EXPLAIN \_\_\_\_\_

ANTICIPATED ANNUAL OPERATING BUDGET \$ \_\_\_\_\_

SOURCE OF INCOME (PLEASE EXPLAIN, I.E., DUES, DONATIONS, FOOD SALES, FLOWER SALES, ETC.)

PLEASE OUTLINE ANY OTHER FACTOR(S) PERTINENT TO YOUR ORGANIZATION OF WHICH YOU WOULD LIKE THE COMMITTEE TO BE AWARE (I.E., SAFETY ISSUES, DEADLINES, MANAGEMENT/PRODUCTION CONSIDERATIONS)

**DO NOT WRITE BELOW THIS LINE**

\_\_\_\_\_APPROVED BY BUILDING PRINCIPAL

\_\_\_\_\_DISAPPROVED BY BUILDING PRINCIPAL

\_\_\_\_\_APPROVED BY COMMITTEE

\_\_\_\_\_DISAPPROVED BY COMMITTEE

REASON(S) FOR DISAPPROVAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\$ \_\_\_\_\_TIER I

\$ \_\_\_\_\_TIER II

\$ \_\_\_\_\_TIER III



## ARTICLE 18

### BENEFITS AND COMPENSATION

#### 18.0 Self-Funded Insurance Plan Task Force

The parties agree to hereby establish a Self-Funded Insurance Task Force Committee comprised of three members appointed by the NTA and three members appointed by the Superintendent. The Task Force shall meet during the 2001-02 year to examine the self-funded insurance plan, including benefits, costs, alternative plans, options, prescription drug co-pay, etc. Recommendations by the Task Force shall be submitted to the NTA and the Superintendent for their consideration and/or action. The district shall fund an insurance consultant selected by the Task Force.

#### 18.1 Benefits

##### A. Comprehensive Medical-Dental Insurance Coverage

Comprehensive medical-dental insurance coverage shall be available to teachers described in paragraph two. Covered expenses in the District's self-funded health insurance plan will be limited to reasonable and customary charges at 100% MDR effective January 1, 1998.

In order to participate, a teacher must be employed on no less than a one-half time basis.

In order for a retired employee to receive comprehensive medical expense insurance, the individual must have had at least five years of service with the district prior to retirement, which must be a bona fide retirement in accordance with the rules of the Retirement System to which the individual belongs.

##### B. Premium Costs

Effective July 1, 2001, the cost for the comprehensive medical-dental insurance will be provided by the district at 80% of the cost of the selected plan. Effective July 1, 2003 the district will pay 80% of the average of the premiums of the two lowest cost premium plans offered by the district. The averages will be calculated on a yearly basis for all levels of coverage including single, family and two person. Remaining premium costs will be borne by the employee.

Teachers who retire on or after July 1, 2001 will share the cost for the comprehensive medical-dental insurance at 27.5% and the district 72.5% while they participate in the health insurance program. The formula for premium averaging shall also apply to retirees who retire on or after July 1, 2003. Furthermore, the averaging formula in the first paragraph shall not apply to current (as of 6/30/01) self-funded plan members who retire before July 1, 2003. However, unit members who join the self-funded plan on or after July 1, 2001, shall be covered by the averaging formula as of July 1, 2003.

Effective July 1, 2001, the prescription co-pay for the self-funded health insurance plan will be \$5/\$10 for a 30 day supply and \$10/\$20 for a 90 day supply. Effective July 1, 2003, the prescription co-pay for the self-funded health insurance plan will become \$10/\$15 for a 30 day supply and \$15/\$25 for a 90 day supply.

##### C. This insurance shall be provided through a mutually acceptable carrier. The extent of coverage is described in the pamphlet furnished by the carrier.

##### D. The premium for the Life and Accidental Death Insurance, which is attached to the Medical-Dental Insurance, will be paid at the rate of 75% by the individual and 25% by the school district.

E. Supplemental Life Insurance Premium

A Life Insurance Program providing coverage of \$15,000 for teachers 25 years of age and younger, which decreases by \$500 per year until the coverage becomes \$5,000 at age 45, is to be financed by payment of 25 percent of the premium by the school district and 75 percent of the premium by the individual.

F. Long Term Disability Coverage

All full and half-time employees are eligible for Long-Term Disability coverage at the rate of 60% of the monthly rate of basic earnings reduced by other income benefits, if any. Employees 64 years of age and older are not eligible for the long-term disability. Details of the disability program are described in the booklet provided by the insurance company.

18.2 Compensation

- A.
1. The salary schedule for the period July 1, 2001 through June 30, 2002 is attached hereto as Appendix B and is hereby made a part of this Agreement.
  2. The salary schedule for the period July 1, 2002 through June 30, 2003 is attached hereto as Appendix C and is hereby made a part of this Agreement.
  3. The salary schedule for the period July 1, 2003 through June 30, 2004 is attached hereto as Appendix D and is hereby made a part of this agreement.
  4. The salary schedule for the period July 1, 2004 through June 30, 2005 is attached hereto as Appendix E and is hereby made a part of this agreement.
  5. The salary schedule for the period July 1, 2005 through June 30, 2006 is attached hereto as Appendix F and is hereby made a part of this agreement.
  6. Teachers hired on or after July 1, 1992 and who are placed on the Bachelor's Schedule, Step 1-5, will not be able to progress beyond Step 5 of the Bachelor's schedule.
- B. Placement on the master's schedule indicates a master's degree including 30 hours of accredited college courses.
- C. Under normal circumstances payroll checks will be issued on a bi-weekly basis. Ten month employees may elect 1/21 of the yearly salary each payday, or 1/26 of the yearly salary each payday. Under the 1/26 plan, 5/26 of the yearly salary will be added to the regular check on the last payday in June. Eleven and twelve month employees will receive 26 pay checks of equal gross amounts during the school year.
- D. Credit on the salary schedule will be granted to teachers who have a bachelor's or a master's degree and who hold New York State provisional or permanent teaching certification for courses taken in accredited institutions under the following conditions:
1. There will be no payment for teachers on the bachelor's schedule for courses required for initial permanent certification. Credit for hours previously granted, however, shall be continued.
  2. Except as provided in Section 18.2(d) (1), salary credit for teachers employed on the Bachelors Schedule will be paid at the rate of \$22 per semester hour of approved credits in blocks of three, up to a maximum of 75 hours beyond the Bachelor's Degree Schedule.

3. Salary credit for teacher employed on the master's schedule will be paid at the rate of \$34.00 per semester hour of approved credit in blocks of 3 up to a maximum of 75 hours beyond the master's degree schedule.
4. Teachers who have earned an Educational Specialist Certificate or two Master's degrees will receive \$803, \$827, \$854, \$882 and \$913 successively over the five years of this Agreement above the Master's Schedule. Those who have earned a Doctorate will receive a maximum of \$1,607, \$1,655, \$1,709, \$1,764 and \$1,826 successively over the five years of this agreement above the Master's Schedule.
5. Teachers successfully completing National Board Certification process shall receive \$1,000 per year for the ten years following the certification. The district will pay one-half the application fee incurred by the teacher at the time of the application. In addition, upon certification of the teacher, the district will pay the remaining one-half of the application fee incurred by the teacher.
6. To encourage certified teachers to take courses that will lead to multiple certification, or courses that will enhance the teacher's proficiency in his or her current assignment, teachers may elect a course reimbursement option as an alternative to salary credit on the NTA salary schedule at a course reimbursement rate equal to the tuition charged per credit hour by the State University System.

To qualify for this option a teacher who is seeking another certification must make application to the Superintendent specifying courses that will qualify the teacher for permanent certification in another teaching area. This course of study shall be based on courses required by the New York State Education Department, and taken at accredited higher education institutions. A teacher who is taking coursework at an accredited institution to improve his/her proficiency in a current or new instructional assignment, may elect this option if recommended by his/her Principal and immediate supervisor and approved by the Superintendent.

Payment shall be made to the teacher upon providing evidence of course registration. An official transcript must be furnished to the district office providing evidence of successful completion of the course. Lack of such evidence shall result in the teacher reimbursing the District.

The teacher shall become eligible for credit on the salary schedule in September or February of the school year following the point in time when the tuition cost paid by the District reaches the sum of money the teacher would have received for the credit earned.

7. Teachers who have completed prior approved courses by September 1 which were not previously credited shall submit official transcripts covering this work no later than the second Friday in October for this credit to be reflected in their salary rate effective September 1. Amended salary notices will be issued to eligible teachers early in November. Teachers who complete courses by February 1 shall submit official transcripts not later than the third Friday in February for credit in salary rate effective February 1. Official transcripts shall be submitted to the Personnel Office. The teacher is required to provide all documents requested.

- E. Prior approval by the Superintendent or designee is necessary in order to receive salary credit in the following areas: courses taken to improve the teacher's skill in a present assignment, district sponsored programs at the rate of one hour credit for each 15 hours of class meeting time, inservice courses and programs sponsored by other school districts or institutions which meet the same requirements and preparation time as graduate level courses.

1. Courses taken to meet provisional certification will not qualify for salary credit.
2. Permanently certified employees who plan to take courses for professional improvement shall consult with the building principal to discuss the nature of the course and the impact the course will have on the present assignment prior to requesting the Superintendent's approval.

F. Full-time professional personnel include those who are assigned to positions with full day responsibilities for every day in an applicable work calendar from the date of employment. Part-time professional personnel includes all others who are assigned either for less than a full day or for less than all days in the work calendar.

The salary for full-time professional personnel is computed on the basis of regular salary schedules and policies.

The salary for part-time professional personnel is computed in proportion to the salary rate of full-time professional personnel.

Initial salary placement for other than full-time personnel is to be computed as though the position were full-time and then reduced to the fraction of time of the position.

G. Compensation/Work Year for:

Guidance Counselor  
Psychologist

The work year for these positions is the school calendar plus the days in September and June before and after the school calendar.

1. Guidance counselors hired prior to July 1, 1990 will be compensated by applying 1.05 ratio to the base salary schedule.
2. Guidance counselors hired after July 1, 1990 will be compensated for the days in September and June before and after the staff work year plus a minimum of two days and a maximum of four days scheduled between July 1 and June 30 of each school year at 1/200<sup>th</sup> per diem rate. The dates and work shall be subject to approval by the Assistant Superintendent for Instruction or designee.
3. Psychologists will be compensated by applying 1.10% to their full salary but not including Steps 25 and 30.
4. Compensation for Summer Employment

If a person in one of these positions is employed during the summer, compensation for this period is based on 1/200<sup>th</sup> per diem of the sum of his/her respective base salary schedule, graduate credits, advanced degree, merit (only for those receiving merit prior to this agreement), responsibility ratio and/or stipend.

5. The base salary schedule as found in Sections A and B is described as:

The base salary schedule is as per Article 18, and does not include graduate credits, advanced degrees, merit, stipends, responsibility ratios and all other forms of compensation not identified in the base salary schedules.

H. Credit for Prior Experience

1. Teachers entering the Niskayuna Central School District may receive credit for prior teaching experience.
2. Credit may be received for other service, i.e. for military service, and for professional level employment in related fields.
3. Service of eight months or more is considered a year and service of four to seven months is considered a half year in the accumulation of prior experience credit.
4. The Superintendent is to recommend placement on the appropriate step of the salary schedule to the Board of Education.

I. Salary Notices

Salary notices for the following school year are to be issued by April 15 or within two weeks of the ratification of a revised salary schedule, whichever is later.

J. Compensation of Interscholastic Coaches

1. The Coaches Salary Schedule is based on the concept that all sports and teams are equally important and all participants are of equal stature. Compensation for any coaching position has no relationship to a winning or losing record.
2. The following considerations were analyzed and evaluated to establish compensation for interscholastic athletic coaches.

Practice Days

Participants

Vacation Days

Special Conditions such as facilities amount of equipment, transportation, etc.

Extra Long Days

3. The base salary in the applicable contract year will be determined by multiplying Bachelor level Step 1 for the year by 10 percent. The result of this mathematical application will be known as the base. All other salaries will be a percentage of this base. Such percentages are reflected in the salary schedules.
4. Longevity

Longevity will be granted for in-district or out-of-district coaching experience. The experience may be in coaching interscholastic, intercollegiate or professional athletics. It need not be in the same sport. The experience need not be continuous. Out-of-district experience will be granted up to five years.

5. Longevity Rates

<u>Groups</u> <u>% of Base</u>		<u>Years of Experience</u>			
		1-5	6-10	11-15	16-20
Group I	100%	BASE	\$100	\$200	\$300
Group II	80%	BASE	\$ 80	\$160	\$240
Group III	75%	BASE	\$ 75	\$150	\$225
Group IV	60%	BASE	\$ 60	\$120	\$180
Group V	50%	BASE	\$ 50	\$100	\$150

6. Coaches Competitive Salary Adjustment

The parties agree to establish a Coaches Competitive Salary Adjustment Committee (CCSAC) consisting of three appointees of the NTA and three appointees of the school district that will analyze the competitive standing of coaches salaries. The CCSAC will have \$20,000 (Twenty thousand dollars) funded by the district to make such adjustments as it sees fit in coaches salaries beginning in the 2001-02 year. Such \$20,000 is in addition to any coach's compensation found elsewhere in this Agreement. Decisions of the CCSAC shall be by majority vote.

6. Grouping

<u>Group</u>	<u>Sports</u>	Varsity Head Coach <u>100%</u>	Varsity Asst.Coach <u>80%</u>	JV Head Coach <u>80%</u>	JV Asst. Coach <u>75%</u>	Frosh Head Coach <u>75%</u>	Frosh Asst.Coach <u>65%</u>	8th Grade Head Coach <u>55%</u>
I 100%	Wrestling, M. Football, M. Basketball, M. Basketball, F. Gymnastics, F.							
II 80%	Indoor Track Skiing, Alpine Track, M. Track, F. Ice Hockey Crew							
III 75%	Skiing, Nordic Gymnastics, M. Baseball, M. Lacrosse, M. Lacrosse, F. Softball, F. Tennis, M. Soccer, M. Soccer, F.							
IV 60%	Tennis, F. Cross Country, M. Cross Country, F. Field Hockey Volleyball, M. Volleyball, F.							
V 50%	Golf Cheerleading Swimming, F. Swimming, M. Bowling							

K. New Coaching Positions. If new coaching positions are created, the placement on the salary scale will be determined by the district based on the justification prepared by the Director of Athletics. Each year, the Director of Athletics should examine any changes in the coaching scene which would result in the movement of a sport or sports to another category of the salary schedule and made recommendations to the Superintendent of Schools and the Board of Education. It is hoped in this way that this instrument will continue to reflect the coaching scene.

L. Time of Payment. Coaches will receive one-half of their salary in the first pay in October for the fall season; second pay in December for the winter season and the first pay in April for the spring season, and the remainder at the conclusion of the season and when the coach has satisfied the necessary routines required by the Director of Athletics.

M. Compensation for Intramural/Extramural Activities

1. Teachers are to be compensated when the position title and rate of compensation are included in the Intramural, Extramural schedule listed below:

<u>Position</u>	<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Intramurals	*797	821	848	875	906
Extramurals	*797	821	848	875	906

\*Each season

2. The base salaries will be indexed for contract years as defined in section 11.4 (D).

N. Approved Travel Reimbursement

Whenever a personal car is used by an employee for approved school business travel, the district will reimburse the employee with the mileage rate as established by Internal Revenue Service. Future adjustments in the mileage rate shall be in conformance with the Internal Revenue Service standard deduction for business travel. If the IRS shall change this rate, the district shall adjust its mileage reimbursement to the new IRS rate, effective July 1, of the next school year.

O. Fractional step placement for teachers below Step 15 in 1986/87 will be carried forth through the salary schedule. Teachers on Steps 15 and above in 1986/87 will not receive fractional credit for prior service.

Teachers on Steps 15 and above in 1986/87 will receive fractional credit for future leaves and part-time employment.

No teacher will advance more than one step on the salary schedule per this clause.

P. Steps 25 and 30

1. Employees on Step 23 of the salary schedule with more than 24 years of full-time equivalency teaching experience shall be placed on Step 25.

Employees on Step 25 with more than 29 years of full-time equivalency teaching experience shall be placed on Step 30.

2. Full-time equivalent teaching experience shall be computed on the basis of prior approved experience credit for salary schedule placement upon beginning service in the District plus total teaching service in Niskayuna exclusive of unpaid leaves of absence. Sabbatical leaves after July 1987 will count as continuous full-time teaching service. Eligibility for Steps 25 and 30 will be determined annually in September. Steps 25 and 30 will not be considered in any other salary adjustments or bases for example,



responsibility ratios, summer employment, etc. Such salary adjustments shall be based on Step 23.

Q. Merit

1. Teachers who have received merit payments pursuant to the discontinued merit program will continue to receive those payments. Teachers not yet at merit maximum can continue to progress to the merit maximum. The merit program is described in the 1983-87 agreement between the District and the NTA.
2. The distribution of money previously allocated to the merit program will be subject to negotiations. Said monies have been negotiated through June 30, 2006. Annually, the District will provide the NTA with an accounting of these funds.

18.3 Retirement Incentive

A. Eligibility

Teachers who elect to retire from teaching shall be entitled to retirement incentive benefits described below if they meet the following requirements:

- a. They are age 50 through 56 inclusive as of July 1 of the retirement year. The retirement year is defined as the school year (July 1-June 30) immediately following the effective date of resignation as per Article 18.3.A.c.
- b. They have a minimum of ten (10) years' credit for retirement purposes in the New York State Teachers' Retirement System and, for teachers retiring prior to age 55, a minimum of five (5) years' teaching service in the Niskayuna Central School District.
- c. The resignation must be effective on the 30<sup>th</sup> of June immediately following the written notification to the district required under Article 18.3.D of this agreement.

B. Benefits

Teachers electing to retire under this policy will receive 50% of the teacher's final year's salary.

C. Payment Procedures

Incentives will be made in two payments; one before July 1 of the retirement year and one before November 1 of the retirement year.

D. Application

Teachers intending to elect early retirement will notify the Superintendent in writing of this intention prior to March 1 of the year preceding retirement.

18.4 Payment for Accumulated Sick Leave

A bargaining unit member who is retiring and is or has been eligible for and has not received the benefits of Article 18.3 Retirement incentive may retire thereafter and receive payment for their accumulated sick leave days pursuant to the following schedule:

<u>Number of accumulated Sick leave days</u>	<u>Payment per day</u>
150-200	\$70
125-149	\$60
100-124	\$50
75-99	\$40
<75	0

The above schedule shall apply to the number of sick leave days accumulated as of the prior June 30 for unit members who retire during a school year.

This benefit shall apply to unit members retiring on or after July 1, 2001. Any unit member using this benefit after September 1, 2001 must provide written notification to the Superintendent by March 1 of the year preceding retirement or, if retiring during the school year, must provide written notification to the Superintendent 120 days prior to the retirement date. This notification requirement may be waived by the Superintendent under extraordinary circumstances.

## ARTICLE 19

### PHYSICAL THERAPISTS AND OCCUPATIONAL THERAPISTS

The articles in this Agreement shall cover PTs and OTs as indicated by the following listing:

Article 1 – Preamble – applies.

Article 2 – Recognition – applies.

Article 3 – Rights and Responsibilities of BOE – applies.

Article 4 – Rights, Protection and Responsibilities of Association – applies, except 4.4 Part-time teachers and 4.5 excessed teachers.

Article 5 – Negotiations Procedures – applies.

Article 6 – Grievance Procedure – applies, except substitute Director of Special Education for Principal in 6.4 A, B.

Article 7 – Board Administration and NTA Liaison Committee meetings – applies.

Article 8 – School Calendar – applies.

Article 9 – Instructional Conditions – does not apply, except the assignments and reassignments and length of work day shall continue as in the past.

Article 10 – Teacher Assignments – does not apply, see Article 9.

Article 11 – Extended Programs – does not apply, except for 11.4 A, D, E.

Article 12 – Does not apply, except the following: The Assistant Superintendent for Educational Programs and Instruction will jointly develop with the OTs and PTs an evaluative tool acceptable to the Superintendent and NTA President by September 2001.

Article 13 – Leaves – applies.

Article 14 – Professional growth – applies.

Article 15 – Payroll Deductions – applies.

Article 16 – Teacher Recruitment and Selection – applies

Article 18 – Benefits and Compensation – applies, except the ratios do not apply.

Article 20 – General – applies.

## ARTICLE 20

### GENERAL

#### 19.1 Savings Clause

If any provision of this Agreement or any application of the Agreement to any unit member or group of unit members shall be found contrary to law, then such provision or application shall not be deemed to be valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

#### 19.2 School District Policy

This Agreement constitutes School District policy for the terms and conditions of employment included in the Agreement. The employer shall negotiate those terms and conditions of employment that have been ruled mandatory subjects of bargaining by the Public Employment Relations Board. Any other terms and conditions of employment shall remain within the jurisdiction of District policy during the term of the Agreement as established by the Board. The District and the NTA shall carry out the commitments contained in the Agreement. This Agreement takes precedence over any conflicting District or NTA policy. Each party shall take action as may be necessary in order to give full force and effect to the provisions of this Agreement.

#### 19.3 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 21

DURATION

21.1 Duration

The provisions of this Agreement shall be effective as of July 1, 2001 and shall remain in full force and effect until June 30, 2006.

This Agreement is made and entered into this

21<sup>st</sup> day of June, 2001 by and

J. Bruce M. Andrews  
Superintendent

Susan L. Penny  
President, NTA

Edward J. Baker  
President, Board of Education

Donna O. Baumgartner  
Chief Negotiator, NTA

Date of Filing \_\_\_\_\_  
 Stage:  
 1. Principal/Designee \_\_\_\_\_  
 2. Superintendent/Designee \_\_\_\_\_  
 3. Board of Education \_\_\_\_\_

1. GRIEVANT \_\_\_\_\_
2. POSITION \_\_\_\_\_ Building \_\_\_\_\_
3. CONTRACT PROVISION ALLEGED VIOLATED \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. TIME, DATE, PLACE OF OCCURRENCE \_\_\_\_\_  
\_\_\_\_\_
5. STATEMENT OF THE GRIEVANCE (include events and conditions of the Grievance and person responsible) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. REDRESS SOUGHT \_\_\_\_\_

7. RESPONSE: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE \_\_\_\_\_

**SIGNED**

POSITION

- ## 8. INITIAL APPLICABLE STATEMENTS

I hereby accept the above determination.

**I hereby decline the above determination**

**I intend to process the grievance to the next stage.**

**Signature of Grievant**

Date \_\_\_\_\_

Use additional sheets if necessary

### GRIEVANCE TIMELINE

DATE OF ALLEGED INCIDENT _____		40 SCHOOL DAYS
DATE OF INFORMAL DISCUSSION _____		10 SCHOOL DAYS
LEVEL	I.a. Date of Receipt of Grievance _____	10 SCHOOL DAYS
	b. Date of Response _____	10 SCHOOL DAYS
LEVEL	II. Date of Receipt of Level I _____	
	a. Date of Appeal to Asst. Supt. _____	10 SCHOOL DAYS
	b. Date of Receipt of Appeal _____	
	c. Date of Meeting _____	10 SCHOOL DAYS
	d. Date of Response _____	10 SCHOOL DAYS
LEVEL	III. Date of Receipt of Level II _____	
	a. Date of Appeal to Board of Ed. _____	10 SCHOOL DAYS
	b. Date of Receipt of Appeal _____	
	c. Date of Hearing _____	15 SCHOOL DAYS
	d. Date of Response _____	15 SCHOOL DAYS

Appendix B  
2001-02 Salary Schedule

<u>Step</u>	<u>BA</u>	<u>MA</u>
1	\$34,972	\$37,072
2	35,936	38,095
3	36,927	39,145
4	37,989	40,270
5	39,045	41,392
6	40,051	42,620
7	41,711	43,802
8	43,217	45,532
9	44,794	47,044
10	46,554	48,644
11	47,564	49,550
12	48,644	51,121
13	49,445	52,566
14	50,483	53,130
15	51,388	53,878
16	52,909	55,366
17	54,375	57,063
18	56,237	59,172
19	58,425	61,245
20	60,059	63,281
21	63,670	66,838
22	65,580	69,032
23	66,815	70,071
25	69,339	72,595
30	71,863	75,119



Appendix C  
2002-03 Salary Schedule

<u>Step</u>	<u>BA</u>	<u>MA</u>
1	\$36,021	\$38,184
2	37,014	39,238
3	38,035	40,319
4	39,129	41,478
5	40,216	42,634
6	41,253	43,899
7	42,962	45,116
8	44,514	46,898
9	46,138	48,455
10	47,951	50,103
11	48,991	51,037
12	50,103	52,655
13	50,298	54,143
14	51,997	54,724
15	52,930	55,494
16	54,496	57,027
17	56,006	58,775
18	57,924	60,947
19	60,178	63,082
20	61,861	65,179
21	65,580	68,843
22	67,547	71,103
23	68,819	72,173
25	71,419	74,773
30	74,019	77,373

Appendix D  
2003-04 Salary Schedule

<u>Step</u>	<u>BA</u>	<u>MA</u>
1	\$37,192	\$39,425
2	38,217	40,513
3	39,271	41,629
4	40,401	42,826
5	41,523	44,020
6	42,594	45,326
7	44,358	46,582
8	45,961	48,422
9	47,637	50,030
10	49,509	51,731
11	50,583	52,696
12	51,731	54,366
13	52,583	55,903
14	53,687	56,503
15	54,650	57,298
16	56,267	58,880
17	57,826	60,685
18	59,807	62,928
19	62,134	65,132
20	63,871	67,297
21	67,711	71,080
22	69,742	73,414
23	71,056	74,519
25	73,741	77,204
30	76,426	79,889

Appendix E  
2004-05 Salary Schedule

<u>Step</u>	<u>BA</u>	<u>MA</u>
1	\$38,401	40,706
2	39,459	41,830
3	40,547	42,982
4	41,714	44,218
5	42,873	45,451
6	43,978	46,799
7	45,800	48,096
8	47,455	49,996
9	49,185	51,656
10	51,118	53,412
11	52,227	54,409
12	53,412	56,133
13	54,292	57,720
14	55,432	58,339
15	56,426	59,160
16	58,096	60,794
17	59,705	62,657
18	61,751	64,973
19	64,153	67,249
20	65,947	69,484
21	69,912	73,390
22	72,009	75,800
23	73,365	76,941
25	76,137	79,713
30	78,909	82,485

Appendix F  
2005-06 Salary Schedule

<u>Step</u>	<u>BA</u>	<u>MA</u>
1	\$39,745	\$42,131
2	40,840	43,294
3	41,966	44,486
4	43,174	45,766
5	44,374	47,042
6	45,517	48,437
7	47,403	49,779
8	49,116	51,746
9	50,906	53,464
10	52,907	55,281
11	54,055	56,313
12	55,281	58,098
13	56,192	59,740
14	57,372	60,381
15	58,401	61,231
16	60,129	62,922
17	61,795	64,850
18	63,912	67,247
19	66,398	69,603
20	68,255	71,916
21	72,359	75,959
22	74,529	78,453
23	75,933	79,634
25	78,802	82,503
30	81,671	85,372